County of Monterey

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

Meeting Agenda - Final

Tuesday, March 17, 2026
9:00 AM

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

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

Board of Supervisors

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

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

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

Participation in meetings

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

HELPFUL INFORMATION

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

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

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

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

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

P = Presented

NP = Not presented

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

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

9:00 A.M. - Call to Order

Roll Call

Additions and Corrections for Closed Session by County Counsel

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

Closed Session

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

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

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

   c. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:
   (1) Jenny Hernandez (Workers' Compensation Appeals Board No. ADJ17286515)

Public Comments for Closed Session

The Board Recesses for Closed Session Agenda Items

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

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

Roll Call

Pledge of Allegiance

Additions and Corrections by Clerk

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

Ceremonial Resolutions

2. Adopt a resolution proclaiming March 2026 as Civil Grand Jury Awareness Month in the County of Monterey. (Supervisor Daniels) (P)

Attachments: Ceremonial Resolution - Civil Grand Jury Awareness Month

3. Adopt a resolution recognizing the third week of March, annually, as Neurodiversity Celebration Week. (Supervisor Root Askew) (P)

Attachments: Ceremonial Resolution - Neurodiversity Celebration Week

4. Adopt a resolution commending American Association-University Women (AAUW) Monterey County Branch for its efforts to advance the goal of achieving pay equity for women. (Supervisor Root Askew) (P)

Attachments: Ceremonial Resolution - American Association University Women (AAUW)

5. Adopt a resolution recognizing the 90th Anniversary and Installation of Officers 2026-2027 in Monterey County and Honoring the Filipino Community of Salinas Valley. (Supervisor Alejo) (P)

Attachments: Ceremonial Resolution - Filipino Community 90th Anniversary

6. Adopt a resolution honoring Alan Perlmutter upon receiving the 2026 Lifetime Achievement Award from the Monterey County Hospitality Association. (Supervisor Daniels) (NP)

Attachments: Ceremonial Resolution - Alan Perlmutter

7. Adopt a resolution honoring Rod T. Schinnerer upon receiving the 2025 Hospitality Professional of The Year from the Monterey County Hospitality Association. (Supervisor Daniels) (NP)

Attachments: Ceremonial Resolution - Rod T. Schinnerer

8. Adopt a resolution recognizing King City Rotary Club as the recipient of the King City Chamber of Commerce and Agriculture's 2025 Friend of the Community Award. (Supervisor Lopez) (NP)

Attachments: Ceremonial Resolution - King City Rotary Club

9. Adopt a resolution recognizing the Dodson Family and their Wildhorse Businesses as the recipient of the King City Chamber of Commerce and Agriculture's 2025 Business of the Year Award.

(Supervisor Lopez) (NP)

Attachments: Ceremonial Resolution - Wildhorse

10. Adopt a resolution recognizing Cody Bassetti as the recipient of the King City Chamber of Commerce and Agriculture's 2025 Citizen of the Year Award. (Supervisor Lopez) (NP)

Attachments: Ceremonial Resolution - Cody Bassetti

11. Adopt a resolution recognizing Vivien Cullen as the recipient of the King City Chamber of Commerce and Agriculture's 2025 Hermie Robles Youth Award. (Supervisor Lopez) (NP)

Attachments: Ceremonial Resolution - Vivien Cullen

Appointments

12. Reappoint Aaron Hernandez to the San Ardo Water District as a Primary Representative with a term ending on November 30, 2030. (District Specific - District 3, Supervisor Lopez)

Attachments: Notification to Clerk of Appt - Aaron Hernandez
Letter of Interest - Aaron Hernandez
Resume - Aaron Hernandez

13. Appoint Gilda Gonzales to the Juvenile Justice Coordinating Council (JJCC) as a Non-Profit Community based Organization (CBO) Member with a term ending at the Pleasure of the Board. (Nominated by the Juvenile Justice Coordinating Council)

Attachments: Notification to Clerk of Appt - Gilda Gonzales
Resume - Gilda Gonzales
Application - Gilda Gonzales

Boards, Commissions and Committees Terms/Vacancies

Volunteer Here for a Board, Commission and or Committee

Attachments: Link to Boards, Commissions and Committees Terms/Vacancies

Approval of Consent Calendar – (See Supplemental Sheet)

14. See Supplemental Sheet

General Public Comments

15. General Public Comments

Referral Responses

16. Receive a preliminary analysis in response to Board Referral No. 2026.01 (Daniels) seeking a potential special real estate transfer tax on ultra-high-value single-family residential property transactions in unincorporated Monterey County and provide direction as appropriate.

Attachments: Board Report
Board Referral No. 2026.01
Attachment A

Scheduled Matters

17. Conduct an annual review of the Board of Supervisors Referral Matrix.

Attachments: Board Report
Attachment A - Amended Board Referral Process
Attachment B - Board Referral Matrix

12:00 P.M. - Recess to Lunch

1:30 P.M. - Reconvene

Roll Call

Scheduled Matters

18. a. Receive a presentation on the MOSS 300 site cleanup at the Moss Landing Battery Energy Storage Facility from the following agencies:

i. Department of Emergency Management,

ii. Health Department - Environmental Health Bureau (EHB),

iii. Department of Toxic substance Control (DTSC) - Human and Ecological Risk Office (HERO),

iv. Department of Toxic Substance Control (DTSC) - Emergency Response Assessment Section (ERAS),

b. Receive a Presentation from the following community groups:

i. Estuary Monitoring of Battery Emissions and Residues (EMBER)

ii. Never Again Moss Landing (NAML); and,

c. Provide direction to staff as appropriate

Attachments: Board Report
Deck 1_County_Monterey County Role and Community Sampling_031726.pptx
Deck 2_DTSC-HERO_MLPP BOS Meeting HHRA 20260310.pptx
Item No. 18 Presentation - Environmental Health Bureau
Item No. 18 Presentation - Human Health Risk Assessment
Item No. 18 Presentation - Ecological Risk Assessment
Item No. 18 Presentation - EMBER
Item No. 18 Presentation - NAML

19. a. Receive an update from the County Departments of Health, Social Services, and Natividad on the County's outreach, education, marketing, and Medi-Cal application assistance efforts to mitigate impacts from State and Federal policy changes on Medi-Cal; and
b. Provide direction to staff on future strategies to be implemented, as appropriate.

Attachments: Board Report
Item No. 19 Presentation

Other Board Matters

Referral Matrix and New Referrals

20. Referral Matrix and New Referrals

Attachments: Board Referral Matrix 3-17-26
2026.02 (Church/Lopez) Renaming of County of Monterey Agricultural Commissioner's Office

County Administrative Officer Comments

21. County Administrative Officer Comments

Board Comments

22. Board Comments

Read Out from Closed Session by County Counsel

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

Adjournment

Upcoming Board of Supervisors Meetings for 2026

2026 Board of Supervisors Meeting Schedule

Attachments: 2026 Meeting Dates

Supplemental Sheet, Consent Calendar

Health Department

23. a. Approve and authorize the Director of Health Services or designee to execute a non-standard agreement with the City of Greenfield for the use of their facility, effective upon execution, through January 30, 2031 with no exchange of funds;
b. Approve non-standard liability provisions as recommended by the Director of Health Services; and
c. Approve and authorize the Director of Health Services or designee to sign up to (3) three future amendments to the Agreement, provided that these amendments do not substantially change the Scope of Services, and with approval from the Office of the County Counsel.

Attachments: Board Report
Agreement

24. a. Approve and authorize the Director of Health Services or designee to execute a retroactive Memorandum of Understanding between the County of Monterey and Primary Diagnostics, Inc. to provide essential data-exchange services to the California Department of Public Health (CDPH), for the term of July 1, 2025 through June 30, 2026 with no exchange in funds;
b. Approve non-standard indemnity and insurance provisions as recommended by the Director of Health Services; and
c. Approve and authorize the Director of Health Services or designee to sign up to three (3) future amendments that do not significantly change the scope of services.

Attachments: Board Report
Memorandum of Understanding

25. a. Approve and authorize the Contracts and Purchasing Officer or designee to sign the Service Order Form with Verizon Communications Inc., dba Verizon Connect Fleet USA, LLC. ("Verizon"), applying the terms and conditions of the cooperative purchasing agreement between Verizon Connect NWF Inc.("VCN") (formerly Networkfleet, Inc.) and Sourcewell (formerly NJPA) (Contract #020221-NWF) in effect as of the date the County's order was received by VCN (''Sourcewell Contract''), for vehicle tracking equipment and subscription services, for a term beginning upon execution through June 30, 2028, for a total contract liability of $150,000 with a maximum of $50,000 for each of FY 25-26, FY 26-27, and FY 26-28;
b. Approve and authorize the Director of Health Services or designee to sign additional Service Order Forms, applying the terms and conditions of the Sourcewell Contract, not to exceed $50,000 for each of FY 25-26, FY 26-27, and FY 26-28, for a total revised contract liability of $300,000 for all Service Order Forms for FY 25-26, FY 26-27, and FY 27-28 in the aggregate; and
c. Approve recommendation of the Director of Health Services to accept non-standard risk terms, including disclaimer of warranties, limitation of liability, indemnification, and payment provisions.

Attachments: Board Report
Agreement

26. a. Approve and authorize the Director of Health Services or designee to execute a non-standard data sharing participation agreement with Manifest MedEx (MX), a California non-profit public benefit corporation, to participate in the Data Exchange Framework; Data Sharing - Electronic Health Information Exchange commencing upon execution and shall remain in effect until terminated as set forth in the Agreement, for a total Agreement amount of $800,000;
b. Approve the recommendation of Director of Health Services to accept all non-standard risk terms and provisions; and
c. Approve and authorize the Director of Health Services or designee to execute up to three (3) future Amendments to this Agreement that in total do not exceed 10% ($80,000) of the Agreement amount, do not significantly change the scope of work, and do not exceed a revised maximum amount of $880,000.

Attachments: Board Report
Agreement

27. a. Approve updates to the standard Employment Agreement for Health Unit U physician employees as indicated in Attachment A-Template Employment Agreement- Health;
b. Authorize updates to the agreement templates in accordance with local, federal, and/or state law, subject to review and approval by County Counsel;
c. Authorize amendments to agreement templates that do not change salary ranges or provision of benefits, and, further, do not significantly change the scope of either party's obligations or responsibilities, subject to review and approval by County Counsel;
d. Authorize the Director of Health Services to execute agreements for contract employment with Unit U physicians and emergency temporary physicians, by use of the Board-approved standard employment agreement formats, including the benefits set forth herein as applicable, so long as the salary is within the approved salary range for the position, and costs of salary and benefits as applicable are within Health's approved fiscal year budget; and
e. Direct the Human Resources Department to implement applicable changes in the Advantage system.

Attachments: Board Report
Attachment A - Template Employment Agreement - Health

Criminal Justice

28. a. Approve and authorize the Chief Contracts & Procurement Officer or their designee to execute an Agreement with GEO Reentry Services, LLC, to provide services to adult offenders participating in the Day Reporting Center for the period April 1, 2026 through March 31, 2031 and for a total not to exceed amount of $7,678,756; and
b. Authorize the Chief Contracts & Procurement Officer or their designee to execute future amendments to the Agreement where the total amendments do not significantly change the scope of

work, do not exceed 10% ($767,876) of the total Agreement amount and with approval from the Office of County Counsel.

Attachments: Board Report
Standard Agreement - GEO Reentry Services LLC - Adult DRC
RFP10955 FY2026-2031

General Government

29. a. Authorize the Chief Information Officer to execute a non-standard Amendment No. 3 with Environmental Systems Research Institute, Incorporated for continuance of, and support and maintenance of licenses, required for the County's geographic information system, increasing the Agreement amount by $1,259,422 for a total Agreement amount not to exceed $2,325,117 for the term of July 16, 2026, through July 15, 2029; and
b. Authorize the Chief Information Officer or his designee to execute order forms, service renewals, and such documents as necessary to implement the agreement; and
c. Accept non-standard contract provisions as recommended by the Chief Information Officer; and
d. Authorize the Chief Information Officer or his designee the option to extend the agreement up to two (2) additional one (1) year periods through July 15, 2031, and sign associated order forms, provided that the total additional costs do not exceed ten percent of the prior year's costs, with a maximum total increase of $1,063,507 for a total agreement not to exceed amount of $4,058,229 and as long as the order forms do not significantly alter the terms of the Agreement, even if no additional Agreements are entered into, subject to County Counsel review.

Attachments: Board Report
ESRI Agreement
Amendment No. 1
Amendment No. 2
Amendment No. 3
Sole Source Brand Justification

30. a. Authorize the County Purchasing Agent or designee to execute Countywide Service Agreements based on the criteria set forth in RFP #10961. The agreements are between the County of Monterey and the three (3)-named vendors as follows: Central Valley Business Forms, Inc. DBA Central Valley Business Forms, PrintWorks. Solutions Inc., and Advantage Mailing, LLC, DBA Casey Printing for the provision of Print Shop and Copy Related Services for the County of Monterey on an as-needed basis for the initial term of three (3) years from April 1, 2026, through and including March 31, 2029. The aggregate amount over the term of all Agreements shall not exceed $2,000,000 in accordance with the terms and conditions set within each Agreement; and,
b. Authorize the County Purchasing Agent or designee to exercise the option to extend the Countywide Service Agreements for two (2) additional one (1) year periods in accordance with the terms and conditions set within each Agreement; and

c. Authorize the County Purchasing Agent or designee to execute after one-year, similar additional Agreements for Print Shop and Copy Related Services with qualified contractors who meet the minimum requirements and comply with the County of Monterey standard terms and conditions, where each individual agreement does not affect the total aggregate amount authorized. Any additional Agreements shall terminate March 31, 2029; and

d. Authorize the County Purchasing Agent or designee to execute future amendments that do not exceed 10% ($200,000) of the original aggregate amount and do not significantly alter the scope of services, for a total maximum not to exceed amount of $2,200,000 for all of the Agreements.

Attachments: Board Report
Advantage Mailing LLC DBA Casey Printing Agreement
Central Valley Business Forms, Inc. DBA Central Valley Business Forms Agreement
Printwork.Solutions Inc. Agreement

31. a. Authorize and approve the Director of the Monterey County Free Libraries to accept a grant award of $116,869 from the State Library of California, through the Lunch at the Library program, to provide food and activities to youth, and

b. Authorize Library Director to take all steps necessary to implement the grant, and

c. Authorize the Library Director to execute up to three (3) future amendments that do not significantly change the scope, terms, and conditions or do not exceed 10% (11,686) of the original Agreement amount, and do not increase the total not to exceed amount over $128,555

Attachments: Board Report
Attachment A

32. a. Approve and authorize the Auditor-Controller to sign a Renewal Sales Order with FinQuery, LLC, applying the terms and conditions of the parties' previously Board-approved Subscription Agreement ("Agreement") dated March 23, 2021, for a software tool for analysis of County's real property and other types of leases in compliance with Governmental Accounting Standards Board (GASB) Statement No. 87 and No. 96, extending the agreement for an additional one-year term, for a revised total agreement term of March 23, 2021 through March 23, 2027, and adding $48,480 for a total agreement amount of $225,559; and

b. Authorize the Auditor-Controller to sign up to three future amendments to this Agreement where the amendments do not significantly change the scope of work and do not cause an increase of more than ten percent (10%) ($5,690) of the original contract amount, for a revised total agreement amount of $231,249.

Attachments: Board Report
Renewal FinQuery LLC
GASB Statement No. 87 Summary
GASB Statement No. 96 Subscription Based IT Arrangements
FinQuery agreement and renewals 2021-2025

33. a. Approve the Memorandum of Understanding (MOU) for the Union of American Physicians and Dentist (UAPD), Unit U for the period September 6, 2025, through June 30, 2028.
b. Approve the Memorandum of Understanding (MOU) for the Monterey County Sheriff's Management Association (MCSMA), Unit C for the period July 1, 2024, through June 30, 2027.

Attachments: Board Report
Attachment A - Final UAPD MOU 9-6-2025 to 6-30-2028- 12.15-25 Clean
Attachment B - MCSMA_Unit_C_MOU__July_1_2024_to_June_2027_Final_8.11.25__.docx
Attachment C - Unit C MOU 11.7.24 Redline 8.11.25 (003)

Housing and Community Development

34. a. Receive an update regarding the rent adjustment for Kents Court tenants.
b. Recommend setting rents for tenants at Kents Court at 30% of income for households earning up to 110% of Area Median Income, adjusted for household size, or 35% income for households earning more than 110% of AMI, adjusted for household size, based on annual tenant certified incomes, less the utility allowance calculated using the Housing Authority of Monterey County's most current utility allowance tables.
c.Authorize staff to amortize rent increases over the next four-year period (2026 through 2029) for tenants of Kents Court based on certified annual household income.
d. Authorize staff to distribute to the tenants at Kents Court a 60-day notice of rent change.

Attachments: Board Report

35. a. Approve and authorize Amendment No. 2 to the Jeffrey S. Kirby Inclusionary Housing Agreement (inherited via a Memorandum and Reaffirmation of Inclusionary Housing Agreement) to allow conveyance of his inclusionary unit into a revocable living trust; and
b. Approve and authorize the Housing and Community Development Director, or his designee, to execute the approved Amendment No. 2 to the Inclusionary Housing Agreement.

Attachments: Board Report
Attachment A - Kirby Inclusionary Housing Agreement.pdf
Attachment B - Kirby Memorandum and Reaffirmation.pdf
Attachment C - Amendment No.2 Transfer to Trust PRE 2002 Kirby.pdf

36. REF220020 - GENERAL PLAN HOUSING ELEMENT 6TH CYCLE UPDATE

a. Consider approving Amendment No. 3 to Professional Services Agreement No. A-16047 with Harris and Associates, Inc., to include additional services associated with completion of the General Plan Housing Element 6th Cycle Update environmental review, and include additional services associated with completion of the Environmental Justice element and new services to concurrently amend the County's Conservation and Open Space Element to comply with state law, adding $367,409 to the existing agreement for a new total not to exceed amount of $2,105,247 without change to the Agreement's term; and

b. Consider authorizing the Housing and Community Development Department (HCD) Director, or their designee, to execute up to three (3) future amendments to the Agreement, each extending the term by up to one year, where the total amendments do not significantly alter the scope of work, do not exceed ten percent (10% or $210,525) of the amended contract amount, and do not exceed the maximum aggregate amount of $2,315,771 subject to review by County Counsel.

Attachments: Board Report
Attachment 1 - Amendment No. 3 to PSA with Harris and Associates, Inc. Exhibit A-3
Attachment 2 - PSA with Harris and Associates, Inc.
Attachment 3 - Amendment No. 1 to PSA with Harris and Associates, Inc.
Attachment 4 - Board Order PSA Agreement No. 16047_100422
Attachment 5 - Amendment No. 2 to PSA with Harris and Associates, Inc.
Attachment 6 - Board Order Amendment No. 1 to Agreement A-16047

Public Works, Facilities and Parks

37. Adopt a resolution:

a. Authorizing the Auditor-Controller to amend Fiscal Year 2025-26 Adopted Budget to increase appropriations by $65,162 in General Fund 001, Litter Control Appropriation Unit PFP002, financed by a decrease of $65,162 in General Fund 001, Contingencies Appropriation Unit CAO020 for homeless encampment cleanup (4/5ths vote required); and

b. Authorizing the Auditor-Controller to amend Fiscal Year 2025-26 Adopted Budget to increase appropriations by $263,120 in the General Fund 001, Stormwater and Floodplain Management Appropriation Unit PFP061, financed by a decrease of $263,120 in General Fund 001, Contingencies Appropriation Unit CAO020 for Carmel Lagoon sandbar management & flood

prevention (4/5ths vote required).

Attachments: Board Report
Attachment A - Draft Resolution

County of Monterey

Item No.1

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

Board Report

Legistar File Number: CS 26-011

March 17, 2026

Introduced: 3/2/2026
Version: 1

Current Status: Agenda Ready
Matter Type: Closed Session

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

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

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

c. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:
(1) Jenny Hernandez (Workers' Compensation Appeals Board No. ADJ17286515)

County of Monterey

Board Report

Legistar File Number: CR 26-014

Item No.2

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

March 17, 2026

Introduced: 2/20/2026
Version: 1

Current Status: Ceremonial Resolution
Matter Type: Ceremonial Resolution

Adopt a resolution proclaiming March 2026 as Civil Grand Jury Awareness Month in the County of Monterey. (Supervisor Daniels) (P)

PROCLAMATION NO.

Proclaiming March 2026 as Civil Grand Jury Awareness Month in the County of Monterey

WHEREAS, every year, in each of California's fifty-eight counties, a group of ordinary citizens, take an oath to voluntarily serve a term of one year as civil grand jurors; and

WHEREAS, Civil Grand Juries have been a cornerstone of California's judicial system since the adoption of the original state Constitution in 1849-1850; and

WHEREAS, Civil Grand Juries conduct their investigations under the auspices of the Superior Court of California and have broad access to public officials, employees, records, and information. One of the most critical functions of a civil grand jury is to review the operations of local government officers, departments, and agencies; and

WHEREAS, Civil Grand Juries are entrusted with the responsibility of investigating and reporting on local governmental operations, ensuring that such responsibilities are fulfilled legally, efficiently, honestly, and in the best interest of the public. Civil grand juries serve as independent watchdog authorities, separate from the entities and officials they investigate; and

WHEREAS, the diligent fact-finding efforts of **Civil Grand Juries** result in reports containing specific recommendations aimed at identifying governmental issues and suggesting ways to improve operations and responsiveness; and

WHEREAS, the hard work and commitment of **Civil Grand Juries** have a significant and positive impact on our communities, contributing to making California a better place to live; and

WHEREAS, the reward of serving as a **Civil Grand Juror** lies in the satisfaction of collaborating with fellow residents and community members to improve local government for all; and

WHEREAS, it is fitting and proper to recognize the efforts of the jurors, both past and present, who have volunteered their time and service to the County of Monterey **Civil Grand Jury**.

NOW, THEREFORE BE IT RESOLVED, that the County of Monterey Board of Supervisors, on behalf of all the County and its residents thereof, hereby proclaim March 2026 as **Civil Grand Jury Awareness Month** in the County of Monterey and encourages all residents to recognize and appreciate the valuable contributions of civil grand jurors in promoting transparency, accountability, and excellence in local government.

PASSED AND ADOPTED this _____ day of _____, 2026, by the following vote, to wit;
AYES:
NOES:
ABSENT:

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book _____ for the meeting on _____, 2026.
Dated:

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

By_____
Deputy

County of Monterey

Board Report

Legistar File Number: CR 26-015

Item No.3

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

March 17, 2026

Introduced: 2/20/2026
Version: 1

Current Status: Ceremonial Resolution
Matter Type: Ceremonial Resolution

Adopt a resolution recognizing the third week of March, annually, as Neurodiversity Celebration Week. (Supervisor Root Askew) (P)

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

Resolution No.:
Adopt a resolution recognizing the **third week of March**, annually, as **Neurodiversity Celebration Week**.

WHEREAS, neurodiversity is the understanding that neurological differences—such as autism, ADHD, dyslexia, dyspraxia, Tourette syndrome, and other cognitive variations—are natural and valuable expressions of human diversity; and

WHEREAS, Neurodiversity Celebration Week, observed annually during the third week of March, promotes acceptance, understanding, and inclusion by shifting the narrative from deficit-based perspectives to strengths-based recognition; and

WHEREAS, recognizing **Neurodiversity Celebration Week** aligns with the County of Monterey's commitment to equity, inclusion, accessibility, and respect for all residents, including those with visible and invisible disabilities; and

WHEREAS, the County of Monterey strives to be a public institution that is committed to creating equitable systems that prioritize the safety and dignity of all communities and maintaining welcoming, supportive, equitable, and inclusive working environments for its e mployees that result in benefits to our residents; and

WHEREAS, the County of Monterey will continue to provide support and accommodations to Neurodivergent employees, recognizing and celebrating the importance and value of Neurodiversity in our workforce, as well as focusing on actionable, inclusive systems that improve experiences not only for Neurodivergent employees, but for everyone in the workplace; and

WHEREAS, the County of Monterey is an organization committed to diversity, inclusion, and the well-being of our employees and community, we recognize the significance of supporting, and advocating for Neurodivergent individuals.

NOW, THEREFORE BE IT RESOLVED, that the County of Monterey Board of Supervisors on behalf of all the County and its residents, thereof, hereby recognizes **third week of March**, annually, as **Neurodiversity Celebration Week**.

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

AYES:
NOES:
ABSENT:

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

Dated:

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

By_____
Deputy

County of Monterey

Item No.4

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

Board Report

Legistar File Number: CR 26-016

March 17, 2026

Introduced: 2/20/2026
Version: 1

Current Status: Ceremonial Resolution
Matter Type: Ceremonial Resolution

Adopt a resolution commending American Association-University Women (AAUW) Monterey County Branch for its efforts to advance the goal of achieving pay equity for women. (Supervisor Root Askew) (P)

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

Resolution No.:
Adopt a resolution **commending American Association-University Women (AAUW) Monterey County Branch** for its efforts to advance the goal of achieving pay equity for women.

WHEREAS, AAUW, founded nationally in 1881 to advance gender equity through research, education and advocacy, and as the oldest organization in the United States continually working to develop, fund and initiate programs (including multiple free financial training webinars this year alone) to support pay equity for women, perseveres by supporting legislative initiatives, as well as its grass-roots efforts; and

WHEREAS, AAUW-California, established in 1921 and now nearly nine-thousand members strong, continues to empower women by providing programs, education and resources in the form of instructional programs like Work Smart, which teaches women how to negotiate for better benefits and pay (in acknowledgment of the fact that women on average earn eighty-two percent of what a man in a similar position earns); and

WHEREAS, AAUW-Monterey County Branch this year, successfully funded scholarships at three local institutions of higher learning for twelve worthy women to complete their pursuit of a four-year college degree, having increased the amounts of those scholarships by twenty-five percent in the last two years; and

WHEREAS, AAUW-Monterey County Branch works on behalf of pay equity for women by sponsoring one-week Tech Trek immersive experiences for rising eighth-grade girls to gain further exposure to and mentoring in higher-paying opportunities in the STEM careers; and

WHEREAS, AAUW-Monterey County Branch delivered an interactive financial literacy program at the Tech Trek Camp offered last summer so these rising eighth-grade girls would be more financially savvy as they pursue their career- and life-goals; and

WHEREAS, AAUW-Monterey County Branch increased their contributions to the National **AAUW** Fund program by forty-five percent in the year 2024-2025, which garners us the honor of attaining Five-Star Branch recognition for our contributions to **AAUW**'s mission.

NOW, THEREFORE BE IT RESOLVED, that the County of Monterey Board of Supervisors on behalf of all the County and its residents, thereof, acknowledges, commends, and thanks **AAUW-Monterey County Branch** for its leadership of over more than one hundred years of consistent contributions to the goal of achieving pay equity for women in Monterey County and the whole United States.

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

AYES:
NOES:
ABSENT:

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

Dated:

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

By_____
Deputy

County of Monterey

Board Report

Legistar File Number: CR 26-018

Item No.5

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

March 17, 2026

Introduced: 2/23/2026
Version: 1

Current Status: Ceremonial Resolution
Matter Type: Ceremonial Resolution

Adopt a resolution recognizing the 90th Anniversary and Installation of Officers 2026-2027 in Monterey County and Honoring the Filipino Community of Salinas Valley. (Supervisor Alejo) (P)

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

Resolution No.:
Adopt Resolution Recognizing the **90th Anniversary and Installation of Officers 2026-2027** in Monterey County and Honoring the Filipino Community of Salinas Valley.

WHEREAS, The Filipino Community of Salinas Valley (FCSV) was established in 1936 during an era of significant hardship and discrimination, serving as a vital sanctuary and unified voice for Filipino migrant workers who were the backbone of the Salinas Valley agricultural industry; and

WHEREAS, For nine decades, the Community of Salinas Valley has remained a steadfast beacon of cultural heritage, resilience, and civic engagement, providing a "home away from home" for generations of Filipino-Americans through its historic Filipino Community Hall at 250 Calle Cebu in Salinas; and

WHEREAS, The Filipino pioneers of this valley, including the legendary "Manongs," played a transformative role in the American labor movement, notably through the Filipino Labor Union and the historic 1934 Lettuce Strike, paving the way for fair labor practices and civil rights for all farmworkers; and

WHEREAS, The Salinas Valley Filipino community demonstrated profound patriotism and courage, particularly with the 1942 activation of the 1st Filipino Infantry Regiment at the Salinas Rodeo Grounds, where thousands of residents answered the call to serve during World War II; and

WHEREAS, The Community of Salinas Valley continues to foster international friendship through its long-standing Sister City relationship with Cebu City, Philippines, promoting cultural exchange and revitalizing historic ties through events like the Sinulog celebrations; and

WHEREAS, The **90th Anniversary and Installation of Officers 2026-2027** marks a new chapter in leadership, ensuring that the legacy of advocacy, education, and community service established in 1936 continues to thrive for future generations; and

WHEREAS, **90th Anniversary and Installation of Officers for 2026-2027** includes a formal installation ceremony, where newly elected or appointed officers are sworn into leadership for the coming term.

NOW, THEREFORE, BE IT RESOLVED that the Monterey County Board of Supervisors, on behalf of the County and all its residents, hereby recognizes and congratulates the Filipino Community of the Salinas Valley on the occasion of its **90th Anniversary and 2026-2027 Installation of Officers**, and honors the organization for its longstanding and invaluable contributions to the cultural richness, economic vitality, and social fabric of the City of Salinas and Monterey County.

PASSED AND ADOPTED this _____ day of _____, 2026, by the following vote, to wit:
AYES:
NOES:
ABSENT:

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book _____ for the meeting on _____, 2026.

Dated:

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

By_____
Deputy

County of Monterey

Board Report

Legistar File Number: CR 26-020

Item No.6

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

March 17, 2026

Introduced: 2/24/2026
Version: 1

Current Status: Ceremonial Resolution
Matter Type: Ceremonial Resolution

Adopt a resolution honoring Alan Perlmutter upon receiving the 2026 Lifetime Achievement Award from the Monterey County Hospitality Association. (Supervisor Daniels) (NP)

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

Resolution No.:
Adopt a resolution honoring **Alan Perlmutter** upon receiving the **2026 Lifetime Achievement Award** from the Monterey County Hospitality Association.

WHEREAS, in 1988, **Alan Perlmutter** and his wife, Nancy Sanders, purchased the historic Big Sur River Inn, guiding it for more than three decades as a cherished destination and community gathering place; and

WHEREAS, in 2023, **Alan Perlmutter** passed leadership of the Big Sur River Inn to the next generation of his family, continuing a legacy of hospitality, community service, and care; and

WHEREAS, through natural disasters, highway closures, and economic challenges, **Alan Perlmutter** demonstrated resilience, stewardship, and an unwavering commitment to preserving the character of Big Sur and supporting local organizations, including the Big Sur Health Center and community emergency services; and

WHEREAS, the Monterey County Hospitality Association has named **Alan Perlmutter** as the recipient of its **2026 Lifetime Achievement Award** in recognition of his decades of leadership and service to the hospitality industry and the Big Sur community.

NOW, THEREFORE BE IT RESOLVED, that the County of Monterey Board of Supervisors on behalf of all the County, and its residents thereof, hereby congratulates and honors **Alan Perlmutter** upon being selected as the **2026 Monterey County Hospitality Association's Lifetime Achievement Award** recipient and commends his lasting contributions to Monterey County.

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

AYES:
NOES:
ABSENT:

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

Dated:

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

By_____

Deputy

County of Monterey

Board Report

Legistar File Number: CR 26-022

Item No.7

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

March 17, 2026

Introduced: 2/24/2026
Version: 1

Current Status: Ceremonial Resolution
Matter Type: Ceremonial Resolution

Adopt a resolution honoring Rod T. Schinnerer upon receiving the 2025 Hospitality Professional of The Year from the Monterey County Hospitality Association. (Supervisor Daniels) (NP)

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

Resolution No.:
Adopt a resolution honoring **Rod T. Schinnerer** upon receiving the **2025 Hospitality Professional of The Year** from the Monterey County Hospitality Association.

WHEREAS, the Monterey County Hospitality Association has named **Rod T. Schinnerer** its **2025 Hospitality Professional of the Year** in recognition of his exceptional leadership and service; and

WHEREAS, Rod T. Schinnerer began his hospitality career at age sixteen in Albany, New York, and went on to have a distinguished 50-year career, including 26 years with Hyatt Hotels and seven years leading the Disneyland Hotel; and

WHEREAS, Rod T. Schinnerer joined the Pebble Beach Company in 2003 as General Manager of The Inn at Spanish Bay, later serving as Vice President and overseeing Resort Services; and

WHEREAS, during his 23 years on the Monterey Peninsula, **Rod T. Schinnerer** has strengthened the local hospitality industry through his involvement with the Monterey County Hospitality Association and support of community organizations including Rancho Cielo; and

WHEREAS, Rod T. Schinnerer and his wife, Maggie, are proud parents and grandparents whose commitment to family and community reflects the values he brings to his professional life.

NOW, THEREFORE BE IT RESOLVED, that the County of Monterey Board of Supervisors on behalf of all the County and its residents, thereof, hereby congratulates **Rod T. Schinnerer** upon being selected as the **2025 Monterey County Hospitality Association's Hospitality Professional of the Year** and commends his outstanding contributions to the Monterey County hospitality community.

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

AYES:
NOES:
ABSENT:

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

Dated:

Valerie Ralph, Clerk of the Board of Supervisors

County of Monterey, State of California

By_____
Deputy

County of Monterey

Board Report

Legistar File Number: CR 26-028

Item No.8

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

March 17, 2026

Introduced: 3/11/2026
Version: 1

Current Status: Ceremonial Resolution
Matter Type: Ceremonial Resolution

Adopt a resolution recognizing King City Rotary Club as the recipient of the King City Chamber of Commerce and Agriculture's 2025 Friend of the Community Award. (Supervisor Lopez) (NP)

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

Resolution No.:
Adopt a resolution recognizing **King City Rotary Club** as the recipient of the **King City Chamber of Commerce and Agriculture's 2025 Friend of the Community Award**

WHEREAS, the **King City Rotary Club** was founded in March 1926 by local businessmen committed to improving the community, becoming the seventh Rotary club chartered in Northern California, with Bill Goodspeed serving as its first President; and

WHEREAS, the **King City Rotary Club** has built a remarkable legacy of service over the past century, including a five-generation Rotary tradition that began with charter member Fred Vivian and continues through the Vivian, Streglich, and Casey families; and

WHEREAS, the **King City Rotary Club** has long supported the community through fundraising events and service programs including the annual Rotary Flea Market at the Salinas Valley Fairgrounds, established in 1969, the annual Crab Feed and Surf & Turf Dinner supporting scholarships and community projects for more than twenty-one years, and the Rabbit Run 5K and Fun Run encouraging community participation and healthy activity; and

WHEREAS, the **King City Rotary Club** has made a lasting impact on youth by supporting college scholarships, book grants, and student recognition programs, and by partnering with King City High School to establish a thriving Interact Club of more than seventy students who volunteer throughout the community; and

WHEREAS, members of the **King City Rotary Club** support numerous organizations and initiatives, including local schools, youth sports, scouting, FFA, 4-H, the library, food programs, and community health efforts; and

WHEREAS, in celebration of its one hundredth anniversary, the **King City Rotary Foundation** partnered with King City in Bloom to redesign Broadway Circle Park, featuring a walking path shaped like the Rotary Wheel, water-saving landscaping, and a Rotary Peace Pole inscribed with the message "May Peace Prevail on Earth"; and

WHEREAS, over the past century, more than one thousand Rotarians have been members of the **King City Rotary Club**, whose commitment to scholarships, service projects, and community leadership has created opportunities, hope, and lasting memories for generations of King City residents; and

WHEREAS, through one hundred years of service, the **King City Rotary Club** has truly exemplified what it means to be a Friend of the Community.

NOW, THEREFORE BE IT RESOLVED, that the County of Monterey Board of Supervisors on behalf of all the County and its residents, thereof, hereby recognizes the **King City Rotary Club** for its outstanding contributions to the community and Monterey County and congratulates the organization upon being selected as the recipient of the **King City Chamber of Commerce and Agriculture's 2025 Friend of the Community Award**.

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

AYES:
NOES:
ABSENT:

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

Dated:

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

By_____
Deputy

County of Monterey

Board Report

Legistar File Number: CR 26-029

Item No.9

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

March 17, 2026

Introduced: 3/11/2026
Version: 1

Current Status: Ceremonial Resolution
Matter Type: Ceremonial Resolution

Adopt a resolution recognizing the Dodson Family and their Wildhorse Businesses as the recipient of the King City Chamber of Commerce and Agriculture's 2025 Business of the Year Award. (Supervisor Lopez) (NP)

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

Resolution No.:
Adopt a resolution recognizing the **Dodson Family and their Wildhorse Businesses** as the recipient of the **King City Chamber of Commerce and Agriculture's 2025 Business of the Year Award.**

WHEREAS, the **Dodson Family and their Wildhorse Businesses** are recognized for their longstanding service, hard work, and dedication to the South Monterey County community; and

WHEREAS, Melvina Mallinson Dodson, a San Lucas native and graduate of King City High School's Class of 1959, later met Bruce Dodson, a Cal Poly graduate and former Army cook from Oakland, and together they settled in South Monterey County, where they raised their two children, Steve and Katie; and

WHEREAS, through dedication and perseverance, **the Dodson Family and their Wildhorse Businesses** grew to include the Wildhorse Café, General Store, RV Park, propane delivery service, and appliance store, providing essential services to rural residents throughout the region; and

WHEREAS, today the family continues to operate the businesses together, with **Steve Dodson** overseeing propane, appliance, and air-conditioning services, **Katie Dodson** managing the café, and **Melvina Dodson** continuing to oversee the general store and RV park operations; and

WHEREAS, the Wildhorse Café has become a beloved gathering place for farmers, ranchers, truck drivers, law enforcement, residents, and travelers from across the region, known for its homemade meals and baked goods prepared by the Dodson family; and

WHEREAS, the Dodson Family and their Wildhorse Businesses provide vital services throughout the rural region, including propane delivery to remote homes and cabins and appliance sales for local families; and

WHEREAS, during the challenges of the COVID-19 pandemic and Highway 101 construction, **the Dodson Family and their Wildhorse Businesses** adapted operations by creating outdoor dining and continuing to serve the community; and

WHEREAS, today the Wildhorse Businesses employ approximately thirty staff members, many of whom have worked with the family for many years, reflecting their commitment to both employees and community; and

WHEREAS, Melvina Mallinson Dodson, now in her eighties, continues to work seven days a week and remains a welcoming presence, greeting customers at the café; and

WHEREAS, the Dodson Family and their Wildhorse Businesses credit their success to the support of the community and their commitment to living by the Golden Rule: treating others as they would like to be treated.

NOW THEREFORE, BE IT RESOLVED, that the County of Monterey Board of Supervisors on behalf of all the County and its residents, thereof, hereby recognizes **the Dodson Family and their Wildhorse Businesses** for their outstanding contributions to the community and Monterey County and congratulates them upon being selected as the recipient of the **King City Chamber of Commerce and Agriculture's 2025 Business of the Year Award**.

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

AYES:
NOES:
ABSENT:

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

Dated:

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

By_____

Deputy

County of Monterey

Item No.10

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

Board Report

Legistar File Number: CR 26-030

March 17, 2026

Introduced: 3/11/2026
Version: 1

Current Status: Ceremonial Resolution
Matter Type: Ceremonial Resolution

Adopt a resolution recognizing Cody Bassetti as the recipient of the King City Chamber of Commerce and Agriculture's 2025 Citizen of the Year Award. (Supervisor Lopez) (NP)

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

Resolution No.:
Adopt a resolution recognizing **Cody Bassetti** as the recipient of the **King City Chamber of Commerce and Agriculture's 2025 Citizen of the Year Award**

WHEREAS, Cody Bassetti is known throughout the community as a dedicated volunteer and agricultural leader who consistently shows up to support local events, organizations, and community traditions; and

WHEREAS, Cody Bassetti volunteers countless hours to assist with community events, often providing trucks, trailers, equipment, and logistical support to ensure activities run smoothly; and

WHEREAS, Cody Bassetti plays a key role in long-standing community traditions, including the King City Christmas Parade and Fourth of July Parade, and frequently assists with equipment transport and event setup at San Lorenzo Park and other community venues; and

WHEREAS, Cody Bassetti serves as President of the Board of Directors for the Monterey County Agricultural and Rural Life Museum, where he has helped lead improvements, fundraising efforts, and hands-on projects that support the museum's mission to preserve and celebrate the region's rich agricultural heritage; and

WHEREAS, Cody Bassetti has been instrumental in fundraising initiatives that strengthen the museum and its programs while helping ensure that the history and traditions of agriculture in Monterey County continue to be shared with future generations; and

WHEREAS, for many years, **Cody Bassetti** has organized the Junior Livestock Auction at the Salinas Valley Fair, helping grow the program into a highly successful effort that has generated millions of dollars in support of youth participating in agricultural education and leadership programs; and

WHEREAS, Cody Bassetti is known not only for his leadership but also for his willingness to contribute his time, equipment, and personal resources to community causes, often being the first to volunteer and the last to leave while working behind the scenes to ensure the success of community events; and

WHEREAS, Cody Bassetti's deep commitment to agriculture, youth programs, and community service has strengthened the fabric of the King City community and made a lasting impact on the lives of many residents.

NOW, THEREFORE BE IT RESOLVED, that the County of Monterey Board of Supervisors, on behalf of all the County and its residents, thereof, hereby recognizes **Cody Bassetti** for his outstanding service and contributions to the community and congratulates him upon being selected as the recipient of the **King City Chamber of Commerce and Agriculture's 2025 Citizen of the Year Award.**

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

AYES:
NOES:

ABSENT:

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

Dated:

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

By_____
Deputy

County of Monterey

Board Report

Legistar File Number: CR 26-031

Item No.11

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

March 17, 2026

Introduced: 3/11/2026
Version: 1

Current Status: Ceremonial Resolution
Matter Type: Ceremonial Resolution

Adopt a resolution recognizing Vivien Cullen as the recipient of the King City Chamber of Commerce and Agriculture's 2025 Hermie Robles Youth Award. (Supervisor Lopez) (NP)

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

Resolution No.:
Adopt a resolution recognizing **Vivien Cullen** as the recipient of the **King City Chamber of Commerce and Agriculture's 2025 Hermie Robles Youth Award**

WHEREAS, Vivien Cullen is a student at King City High School and has demonstrated outstanding leadership, service, and commitment to her community through her academic, extracurricular, and volunteer activities; and

WHEREAS, Vivien Cullen is an active member of the King City Rural 4-H Club, where she has raised livestock since 2020, served as Healthy Living Officer, chaired the Achievement Night Dance Committee in 2023, volunteered at community service events, and currently serves as Club President for the 2025–2026 year; and

WHEREAS, Vivien Cullen participates in the King City FFA Chapter, attending leadership conferences including the Made for Excellence Leadership Conference, Greenhand Leadership Conference, and Advanced Leadership Academy, and earning third place in the Best Informed Greenhand contest as a first-year member; and

WHEREAS, Vivien Cullen contributes to her community through the King City Rotary Interact Club, where she volunteers at community service events, participates in a Rotary Interact mission trip to Uganda, and serves as Community Service Chair for the 2025–2026 year; and

WHEREAS, Vivien Cullen has dedicated more than thirteen years to ballet with the Monterey County Dance Theatre, performing in numerous productions, including several roles in *The Nutcracker*, and contributing choreography for productions of *Willy Wonka Jr.* in 2023 and *Beauty and the Beast Jr.* in 2024; and

WHEREAS, Vivien Cullen continues to support youth leadership and school engagement as a member of the School Site Council since 2023, a member of the 4-H Leadership Committee, and as a 4-H Camp Counselor in 2025 and again in 2026; and

WHEREAS, Vivien Cullen's dedication to leadership, community service, the arts, and youth mentorship has made her a positive role model for her peers and an outstanding representative of the King City community.

NOW, THEREFORE BE IT RESOLVED, that the County of Monterey Board of Supervisors on behalf of all the County and its residents, thereof, hereby recognizes **Vivien Cullen** for her contributions to the community and Monterey County and hereby congratulates her upon being selected as the recipient of the **King City Chamber of Commerce and Agriculture's 2025 Hermie Robles Youth Award.**

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

AYES:
NOES:
ABSENT:

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

Dated:

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

By_____
Deputy

County of Monterey

Board Report

Legistar File Number: APP 26-051

Item No.12

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

March 17, 2026

Introduced: 3/9/2026
Version: 2

Current Status: Appointment
Matter Type: Appointment

Reappoint Aaron Hernandez to the San Ardo Water District as a Primary Representative with a term ending on November 30, 2030. (District Specific - District 3, Supervisor Lopez)

COUNTY OF MONTEREY

CLERK OF THE BOARD OF SUPERVISORS

To: Clerk of the Board's Office

From: Karina Pelayo, Supervisor Chris Lopez' Office

RE: Notification to Clerk of Appointment

Board of Supervisors' Meeting Date: Tuesday, March 17, 2026

Appointment to the San Ardo Water District

Nominated by **Supervisor Chris Lopez**

Representing Primary

Nominated Appointee:

Name: **Aaron Hernandez**

Address:

Telephone number(s):
Primary Phone:

Email:

Contact preference: ☐ USPS Mail or via Email ☒

Reason for Nomination:

☐ New Appointment:

Replacing Member:

☒ Reappointment

☐ Filling an Unscheduled/Unexpired Term

Replacing Member:

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

Clerk noticed of Unscheduled/Unexpired Term on:

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

Term:

Start Date: **3/17/2026** Expiration Date: **11/30/2030**

Good morning Karina,

I'd like to express my interest in continuing my role as a Board Director to serve the San Ardo Water District and would like to request reappointment. Please see attached for my resume.

Best,

Aaron Hernandez

Aaron Hernandez

WORK EXPERIENCE

Transportation Agency for Monterey County July 2021 – Present
Transportation Planner

- Adminster regional transportation programs and projects such as the Transportation Develop Act transit fund, the Measure X Senior & Disabled Transportation Program, and the Regional Development Impact Fee Program.
- Collaborate with stakeholders of various backgrounds from guiding community members through a Participatory Budgeting process, resolving unmet transit needs with local agencies, reviewing environmental documents with partner agencies.
- Assist and manage various Safe Routes to School programming effort such as the Salinas Valley SRTS Plan, Salinas Sidewalk Art project, currently leading the King City Sidewalk Art project, and assist in grant writing data, outreach to stakeholders and draft public materials.

Dr. Do Kim, Pomona, CA Spring 2021
Research Assistant

- Reviewed and made recommendations to professor's research survey in understanding undergraduate students' motivations to major in planning.
- Coordinated an outreach effort that succeeded the goal of at least 100 responses from students.

Research Assistant Spring 2018

- Operated drone to record active transportation behavior.
- Organized video frames onto ArcMap by pinpointing traffic behavior for professor's further research.

McIntyre Labor Services Inc./Monterey Pacific Inc., King City, CA July 2017 – July 2021
Seasonal General Labor

- Performed physical labor such as grape harvesting, pruning, weeding, repairing catch wire, lifting 30lbs+
- Compiled irrigation usage data for an annual irrigation report under supervision of the Vineyard Manager.

EDUCATION

California State Polytechnic University, Pomona, CA May 2021
Bachelors of Science: Urban and Regional Planning,
Minor: Geographic Information Systems
GPA: 3.61

SPECIAL SKILLS

- ArcGIS: spatial statistics, network analyst and other advanced tools
- Microsoft Office (Word, Excel, PowerPoint, Outlook)
- Project Management, Contract Coordination, Proposal review processes
- Critical decision making and judgement
- Design: SketchUp, Twinmotion, Adobe Illustrator, Canva
- Intermediate Spanish and Interpretation

VOLUNTEER & EXTRACURRICULAR ACTIVITIES

- **Leadership Monterey County,** Nominated participant February 2026 - Present
- **San Ardo Water District,** Board Director July 2023 - Present
- **Monterey-Salinas Transit Mobility Advisory Committee**, Committee Member August 2021 - Present
- **American Planning Student Association**, President May 2020 – June 2021

County of Monterey

Board Report

Legistar File Number: APP 26-052

Item No.13

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

March 17, 2026

Introduced: 3/9/2026
Version: 1

Current Status: Appointment
Matter Type: Appointment

Appoint Gilda Gonzales to the Juvenile Justice Coordinating Council (JJCC) as a Non-Profit Community based Organization (CBO) Member with a term ending at the Pleasure of the Board. (Nominated by the Juvenile Justice Coordinating Council)

COUNTY OF MONTEREY

CLERK OF THE BOARD OF SUPERVISORS

To: Clerk of the Board's Office

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

RE: Notification to Clerk of Appointment

Board of Supervisors' Meeting Date: March 17, 2026

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

Nominated by JJCC Chair and Membership, Chief Probation Officer, Jose Ramirez

Approved at JJCC Meeting 2/212/2026

Representing N/A

Nominated Appointee:

Name: Gilda Gonzales

Address:

Telephone number(s):

Primary Phone:

Email:

Contact preference: ☐ USPS Mail or via Email ☒

Reason for Nomination:

☐ New Appointment

Replacing Member:

☐ Reappointment

☒ Filling an Unscheduled/Unexpired Term

Replacing Member: Beth Wilbur, Non-Profit Community based Organization (CBO) Member

Reason: ☐ Resignation ☐ Death ☐ Term not completed ☒ Other (explain)RETIRED 12/31/2025

Clerk noticed of Unscheduled/Unexpired Term on: 2/17/2026

Earliest Board of Supervisors' meeting date appointment can be set is: 3/10/2026

Term: Pleasure of the Board

Start Date: March 11, 2026 Expiration Date: **Pleasure of the Board**

Gilda Gonzales

[redacted]

Executive Leadership

A strategic executive leader with extensive experience in successfully advancing organizational purpose, performance, external relations, and fundraising goals. Demonstrated capacity to develop and implement complex initiatives requiring the engagement and communication with diverse stakeholders anchored in high ethical and professional standards.

Professional Experience

CASA of Monterey County **Jan 5, 2026**

Executive Director

Guide CASA's mission to recruit, train, and support community volunteers who advocate for children and youth in foster care and the juvenile justice system. Duties include ensuring advocacy programs operate in compliance with state and local laws, supervising operational and financial matters, directing talent acquisition and HR functions, building and maintaining partnerships with the community and key stakeholders.

Planned Parenthood Northern California **Feb 2014 – June 30, 2025**

Chief Executive Officer (June 2017 – 2025)

Interim Chief Executive Officer (Dec 2016 – June 2017)

- Oversight of $77MM budget, cash position, and workforce of 420+ staff delivering on its mission throughout 17 health centers and telehealth services reaching 47 CA counties
- Providing executive guidance through challenging political and policy fluctuations with a strong focus on increasing the quality and access to services; increasing revenue streams; stabilizing the workforce; advancing initiatives with state and national partners
- Serve as Chief Fundraiser and Chief Spokesperson managing internal and external communications and outreach efforts for cohesive public facing engagement
- Successful partnership with Board of Directors in management of all governance responsibilities maintaining a fiscally sound organization
- Serve as President of the Planned Parenthood Northern California Action Fund, a 501(c)(4) entity charged with strategic advocacy and electoral goals
- Partial list of accomplishments: completion of $22MM SF Flagship capital fundraising project; strategic focus on advancing Health Equity; opened four new health centers; launch of new service lines - telehealth, reference lab, community health, and call center; staying operational throughout the COVID crisis without disruption to critical health care services; successful completion of special fundraising campaigns totaling $32.8MM in addition to growing annual fundraising by $27.3MM; and implementing the Epic electronic health record system

Senior Vice President of External Affairs (Feb 2014 – Dec 2016)

- Served on the Executive Team reporting to the President/CEO
- Oversight responsibilities: Fundraising/Development, Community Services & Education, Communications & Marketing, and Public Affairs
- Development of agency strategic plans, crisis preparation & communication plans, and service expansion work plans

The Unity Council, Oakland, CA **Dec 2004 – Jan 2013**

Chief Executive Officer

- Chief Executive for a non-profit Community Development Corporation with social equity focus
- Managed $65MM of agency assets and an annual operating budget of $21MM

- Increased the balance sheet from deficit to cash reserves with successful partnerships with foundations, businesses, government agencies, academic entities, and other community-based organizations
- Program offerings: head start, workforce development, AmeriCorps, youth initiatives, mentorship, senior housing and social services, first-time homebuyers, and neighborhood revitalization
- Directed and energized all major organizational initiatives that improved business practices, fiscal status, and staff performance
- Significant accomplishments included: successful turnaround of Fruitvale Transit Village to profitability and to 100% occupancy; drove the creation of The Unity Council's Succession, Business Continuity, and Strategic Plans; and led a complex land transaction that increased cash reserves, reduced agency debt, and averted the organization from default

City of Oakland, Oakland, CA **Feb 1991 – Oct 2004**

Director of Intergovernmental Affairs (2001 – 2004)

- Managed Intergovernmental activities directed by the Mayor and City Council
- As a registered state lobbyist directed all state legislative, regulatory, budget and grant requests
- Coordinated federal legislative agenda and grant requests with Washington DC based lobbyist
- Staff liaison to U.S. Conference of Mayors, National League of Cities, League of California Cities, California Big 10 Cities Caucus, and local legislative offices
- Provided testimony at State Assembly and Senate legislative hearings
- Presented written and oral updates to the City Council regarding federal and state legislative activities
- Oversight of Intergovernmental Affairs Office personnel and budget

Chief-of-Staff, Mayor Jerry Brown, and City Manager Robert C. Bobb (1998 – 2001)

- Served as senior director for both offices as well as representing the Mayor and City Manager at community meetings and business functions
- Managed City staff on major initiatives mandated by the Mayor and City Manager: public safety strategies, enhanced code enforcement and blight programs, and the 10k downtown housing effort
- Served as media/press spokesperson
- Managed the Contract Compliance Office, ADA Division, Grants Management Office, and the Constituent Services Office

Assistant to the Finance Agency Director (1996 – 1998)

Managed personnel matters in an agency of 107 employees. Developed the City's annual capital budget and presented projections for the five-year capital improvement budget.

Chief Policy Director, Mayor Elihu M. Harris (1991 – 1996)

Served as the Mayor's senior budget and policy advisor. Provided detailed budget analysis for the Mayor and City Council's review of the City Manager's proposed budget. Policy advisor for parks and recreation operations.

Education

Master of Public Administration, California State University, East Bay, 1993

Bachelor of Science, Industrial Psychology, St. Mary's College of California, Moraga, 1987

Certificate of Completion, Leadership in Crises program, Harvard University, John F. Kennedy School of Government, Executive Education, April 2013

Board Governance Experience

San Francisco SPCA (January 2023 – Present)

Gilda Gonzales

SF SPCA board members provide the governance leadership in partnership with the CEO to transform how pet guardians access care through a world-class veterinary hospital, adoption center, and community medicine programs. The Board ensures advancement of the vision which builds on SF SPCA's work to provide access to care for animals throughout California, especially in regions like the Central Valley with the goal of positively impacting five million animals.

Planned Parenthood Federation of America (2020 – 2025)
National board members are elected by the 49 Planned Parenthood affiliates from across the country who are members of the Federation. Board members govern and ensure that PPFA accomplishes its mission. The Board of Directors set expectations by providing oversight, decision-making, and guidance on fiscal and programmatic affairs of the organization. Committee assignments included the Board Finance Committee, National Nominating Committee, National Revenue Committee, and Black Health Equity Task Force.

Port of Oakland, Board of Commissioners, (2009 – 2013)
Appointed by Mayor with City Council approval for a four-year term. The Port generates and supports economic activity locally, regionally, and globally through three major business lines: Oakland Airport, Maritime Sea Port and Commercial Real Estate. In partnership with Port executive staff, provided the Board leadership which led to progress on major initiatives including the Oakland Army Base Redevelopment (Phase I Rail Project), BART/Oakland Airport Connector, Maritime Shore Power, Port Accountability & Transparency Initiative, and appointment of new Port Executive Director and Port Attorney. During Board President tenure (2012-13), provided the necessary leadership during high-profile incidents which included strategic coordination with local, state, and federal officials; extensive media interactions; navigating complex labor negotiations; and implementation of major organizational change.

First 5 Commission of Alameda County (2007 – 2010)
Appointed by Alameda County Board of Supervisors for a four-year term. The First 5 Commission allocates California's Prop 10 tobacco tax funds through negotiated and competitive grant processes to support the health and well-being of children 0-5 years in Alameda County. Served on the program committee that established criteria for the annual competitive community grant process totaling $3MM.

Board Trustee, Bay Area Council Economic Institute (2009 – 2012)
The Institute convened business, labor, government, and academia to analyze key issues affecting the regional economy and mobilize regional elected officials to pursue policy changes to address identified issues.

National CRA Advisory Board Member, State Farm Bank (2007 – 2012)
The Advisory Council assisted the Bank in assessing its community outreach, grant making, and related services targeted within low/moderate income areas and populations.

Notable Awards

- Planned Parenthood Northern California - Acts of Courage Award
- SF Community Clinic Consortium – Healthcare Hero Award
- SF Supervisor District 2 Honoree for Latinx/Hispanic Heritage Month
- Women Making History – Senator Boxer's Action Committee
- Alameda County Women's Hall of Fame Inductee
- 2013 SF Business Times "Forever Influential"
- San Francisco Business Times Most Influential Women in 2010, 2009, 2007
- St. Mary's College 40 Most Influential Women Graduates
- California State Assembly Fellowship

MONTEREY COUNTY JUVENILE JUSTICE COORDINATING COUNCIL
Application for Nonprofit community-based organization (CBO) Representative

Instructions:
If you are interested in serving on the Juvenile Justice Coordinating Council (JJCC) as a Nonprofit community-based organization (CBO) Representative that provides services to minors, please complete this application no later than the close of business on **Friday, January 9, 2026.**

Email your application to:
Wendi Reed, reedwl@countyofmonterey.gov
with a courtesy copy (CC) to Jose Ramirez, Chair, email ramirezj2@countyofmonterey.gov
with a subject line of: *JJCC Nonprofit community-based organization (CBO) Representative.*

Upon receipt of the applications, the JJCC review team will review each application and select the community member(s) to recommend to the JJCC. The candidate(s) approved by the JJCC will then be recommended to the Board of Supervisors to approve the appointment.

Council members are required to attend meetings on a regular basis. If appointed, will you be able to attend meetings regularly and devote the time necessary to fulfill your duties as a member?

YES NO

APPLICANT

Last Gonzales	First Gilda	M.I
Address Main 1	City Salinas	State, Zip Code
Phone	Email	

As a current resident of Monterey County, please identify the Supervisorial District in which you live:

1 2 3 4 (5)

Current Occupation:

Executive Director – Casa of Monterey County

Are you a County of Monterey employee? YES (NO)

If yes, which department?

MONTEREY COUNTY JUVENILE JUSTICE COORDINATING COUNCIL
Application for Nonprofit community-based organization (CBO) Representative

Do you, or any organization or association that you may represent, provide services to the County?

(YES) NO

If yes, do you or the organization or association receive County funds?

(YES) NO

Highest level of education completed:

High School Diploma

GED or Equivalency

College ✓

Certificate or Degree(s) Received:

Bachelor of Science, Industrial Psychology
Master in Public Administration

Are you at least 21 years of age ***OR*** are you applying as a youth/young adult?

(21+) Under 21

If additional space is needed to respond to the questions below, please attach no more than one separate page to your application.

Explain why you are interested in serving on the JJCC and why you are qualified for the appointment.

I am interested in serving on the Juvenile Justice Coordinating Council to further strengthen collaboration among stakeholders serving our County's youth. On Jan 5, I became the Executive Director for CASA of Monterey County serving children/youth in foster care and juvenile justice. Participating on this Council is critical for my organization to stay connected and updated

on current funding decisions as well as policy or systems change that impact our clients. CASA's mission plays a key role in the future success of justice-involved youth we serve.

Please list your qualifications for membership: *Examples: Experience, Education, Training, Credentials.*

I have been involved in government and non profit work for three decades. I understand the continued tension of balancing budget constraints with current & emerging challenges facing communities, families & young people. I have extensive government relations and community service experience and have advanced systems changes at all levels.

Are you a member of an organization or affiliated with any communities that are overrepresented in the Juvenile Justice system? Please describe your experience with these communities. (Examples, include but are not limited to, African American/Black, Latino, and LGBTQ+ communities.)

MONTEREY COUNTY JUVENILE JUSTICE COORDINATING COUNCIL
Application for Nonprofit community-based organization (CBO) Representative

I am very committed to advancing equitable & inclusive policies recognizing the long history of institutional racism. For eight years, I led a nonprofit organization that primarily served Latino/a/x people and immigrants. One of the projects I launched in conjunction with the CA Endowment was the Latino Boys + Men initiative which focused on supporting + mentoring young men who were gang affiliated or at risk.

PREVIOUS COMMISSION OR COMMITTEE SERVICE (Please specify)

Advisory Body	Term

WORK/ VOLUNTEER EXPERIENCE

Organization	CASA of Monterey County
Address	945 S. Main St. Suite 107 Salinas
Position	Executive Director
Years	Elected 1/5/2026

Organization	Planned Parenthood of Northern CA
Address	2185 Pacheco St. Concord CA
Position	CEO
Years	8

Please list three (3) references that have agreed to be contacted by the County staff:

MONTEREY COUNTY JUVENILE JUSTICE COORDINATING COUNCIL
Application for Nonprofit community-based organization (CBO) Representative

Reference 1

Name	Juliet Del Rosario
Address	
City, State, Zip Code	
Phone	
Email	

Reference 2

Name	Beth Wilbur
Address	
City, State, Zip Code	
Phone	
Email	

Reference 3

Name	Marta Zamora
Address	
City, State, Zip Code	
Phone	
Email	

How did you hear about the vacancy?

Beth Wilbur upon her retirement

JJCC meetings will be held routinely; committee members and alternates will be notified as meeting dates/times are determined.

I have sufficient time to devote to this responsibility and will attend the required meetings if I am appointed.

Name Gilda Gonzales	Date 1/8/2026

MONTEREY COUNTY JUVENILE JUSTICE COORDINATING COUNCIL
Application for Nonprofit community-based organization (CBO) Representative

By forwarding this application, I attest my signature

Please attach a resume' and any other documentation pertinent to your qualifications.

See attachment

Your interest in serving Monterey County in an Advisory capacity is appreciated. Your application will be reviewed by the JJCC review team. Please retain a copy of your application for your records.

MONTEREY COUNTY JUVENILE JUSTICE COORDINATING COUNCIL
Application for Nonprofit community-based organization (CBO) Representative

County of Monterey JJCC Review Use Only

Recommended NOT Recommended

Reviewer Signature:	
Date:	

Reviewer Signature:	
Date:	

County of Monterey

Board Report

Legistar File Number: 26-219

Item No.

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

March 10, 2026

Introduced: 3/6/2026
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

Volunteer Here for a Board, Commission and or Committee

Boards, Committees and Commissions - BCC

Vacancies - BCC

County of Monterey

Board Report

Legistar File Number: OBM 26-031

Item No.14

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

March 17, 2026

Introduced: 1/14/2026
Version: 1

Current Status: Agenda Ready
Matter Type: Other Board Matters

See Supplemental Sheet

County of Monterey

Board Report

Legistar File Number: OBM 26-032

Item No.15

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

March 17, 2026

Introduced: 1/14/2026
Version: 1

Current Status: Agenda Ready
Matter Type: Other Board Matters

General Public Comments

Introduced: 3/6/2026
Version: 1

Current Status: Agenda Ready
Matter Type: Preliminary Analysis Report

Receive a preliminary analysis in response to Board Referral No. 2026.01 (Daniels) seeking a potential special real estate transfer tax on ultra-high-value single-family residential property transactions in unincorporated Monterey County and provide direction as appropriate.

RECOMMENDATION

It is recommended that the Board of Supervisors:

a. Receive a preliminary analysis responding to **Board Referral No. 2026.01** regarding a potential special real estate transfer tax on ultra-high-value property transactions in unincorporated Monterey County; and

b. Provide direction on a preferred processing option of the referral:

i. Proceed with completion of the referral as outlined in this report;

ii. Proceed with modifications as directed by the Board;

iii. Direct staff to return with a comprehensive feasibility analysis, including a comparative analysis of potential policy options, and a detailed staffing and cost estimate necessary to complete the analysis and support potential implementation; or

iv. Rescind the referral.

c. Provide any additional direction, as appropriate.

PRELIMINARY ANALYSIS

Background

Board Referral No. 2026.01 (Daniels) requests an evaluation of a potential special real estate transfer tax applied to single-family residential property sales exceeding $10 million in unincorporated Monterey County.

The referral seeks to explore whether such a tax could establish a dedicated and stable local revenue source to support housing initiatives in proximity to the sale of those homes, including:

- Workforce housing “Missing middle” housing First time homebuyer assistance
- Housing production necessary to meet State -Housing Element requirements

For purposes of this analysis:

Workforce Housing generally refers to housing that is affordable to households earning moderate incomes, typically between 80% and 120% of Area Median Income (AMI), including teachers, healthcare workers, hospitality employees, and public safety personnel who often work within the County but face difficulty affording local housing.

Missing Middle Housing refers to small-scale, multi-unit housing types compatible with

single-family neighborhoods, such as duplexes, triplexes, fourplexes, cottage courts, and small courtyard apartments that help bridge the gap between single-family homes and large apartment complexes.

The County is finalizing its 6th Cycle Housing Element (2023-2031). State law requires the County to demonstrate sufficient zoning capacity to meet its Regional Housing Needs Allocation (RHNA).

The unincorporated County must plan for 3,326 units across all income levels.
Meeting RHNA requires:

- Adequate land capacity
- Infrastructure investments
- Funding for affordable and moderate-income- housing
- Removal of development constraints
- First-time homebuyer and workforce housing -programs

Identifying dedicated housing funding sources can strengthen Housing Element implementation, reduce compliance risks, and improve competitiveness for state housing grants and financing programs

Exploring potential local revenue strategies aligns with the County's 2025-2028 Strategic Plan goal of supporting housing opportunities and sustainable communities while maintaining responsible fiscal stewardship.

Several California jurisdictions have implemented similar ultra-high-value property transfer taxes, providing a potential policy framework for evaluating local applicability.

Project Description
This preliminary review evaluates the feasibility, legal authority, and potential revenue implications of imposing a transfer tax on ultra-high-value residential property transactions in unincorporated Monterey County.
Areas of analysis include:

- Ballot Measure Requirements and timeline
- Comparison to transfer taxes adopted in other California jurisdictions
- Review of local ultra-high-value- sales data
- Preliminary revenue projections
- Potential exemptions (e.g., nonprofit entities, affordable housing developers, governmental entities, and County owned property)
- Staffing and cost considerations associated with conducting a full analysis and supporting potential implementation

Ballot Measure Requirements
A real estate transfer tax dedicated to housing purposes would constitute a special tax under California law.

Key requirements include:

- Voter Approval Threshold

A *special tax* requires two-thirds (66.67%) voter approval.

- Ballot Measure Structure

The ballot measure must clearly:

  - Establish the tax rate
  - Define the transaction threshold (for example property sales exceeding $10 million)
  - Specify the restricted use of funds (such as workforce housing and missing middle housing initiatives)
  - Include provisions for administration, oversight, reporting, and accountability

- Timeline Considerations

To place a measure on the ballot, staff and County Counsel would need to prepare:

  - Draft ordinance language
  - Fiscal impact statement
  - Ballot question and impartial analysis
  - Public information and outreach strategy
  - Required filings with the Registrar of Voters and Secretary of State

Preparation of the ballot measure typically requires 4-6 months of coordinated staff work to the ballot filing deadline.

Other California Jurisdictions

Several California jurisdictions have adopted graduated real estate transfer taxes targeting ultra-high-value property transactions (see Attachment A).

The measures typically:

- Apply ultra-higher tax rates to property sales above specified thresholds
- Dedicate revenues to housing or homelessness programs
- Include exemptions for affordable housing development or nonprofit transactions

A comparative summary of relevant jurisdictions, including tax rates and revenue uses, will be included in the full analysis.

Ultra-high-Value Property Transactions History

Over the past three calendar years, the following number of single-family residential transactions exceeding $10 million in unincorporated Monterey County:

2023 - 10 transactions - $175,530,000
2024 - 9 transactions - $192,425,000
2025 - 11 transactions - $155,630,000

Average annual sales volume (2023-2025): $174,528,333

Potential Revenue from Transfer Tax

Using the three-year average sales volume, estimated annual revenue could include:

- 1% tax → $1,745,283
- 2% tax → $3,490,567
- 3% tax → $5,235,850

- 4% tax → $6,981,133
- 5% tax → $8,726,417

Actual revenues would fluctuate depending on the number, timing, and value of qualifying property transactions each year.

Potential Revenue Use Options

The County is completing its 6th Cycle Housing Element (2023-2031) and must plan for 3,326 housing units in unincorporated areas across all income categories.

If approved by voters, revenues from a special transfer tax could be restricted to housing purposes, including:

1. Workforce and Missing Middle- Housing

- Down-payment assistance
- First Time Homebuyers programs
- Development incentives (deferred fees, buydown costs for moderate housing projects)
- Gap financing for mderate-income housing projects
- Public-private development -partnerships

2. Infrastructure and Site Development

- Water, sewer, and roadway improvements on Housing Element sites
- Utility upgrades that enable multifamily housing development
- Environmental remediation or site preparation

3. Preservation of Existing Affordable Housing

- Acquisition of at-risk- rental properties
- Rehabilitation and extension of affordability covenants

4. Housing Program Administration

- Community outreach and education
- Staffing resources for Housing Element implementation
- Compliance monitoring and program reporting

Investing revenues in these areas would support Housing Element implementation and advance the County's Strategic Plan priorities of increasing housing availability, supporting thriving communities, strengthening long-term infrastructure investment.

Estimated Project Cost

A complete feasibility evaluation would require coordination across multiple County departments.

Areas of anticipated cost include:

- Legal analysis (County Counsel)
- Fiscal and economic modeling (CAO and Assessor-Recorder)
- Housing policy analysis (Housing and Community Development Department)
- Community engagement and public outreach
- Potential consultant services for polling, ballot measure development, and economic analysis

Staffing Level Estimate

Completion of a comprehensive analysis will require a multi-departmental effort involving the County Administrative Office, County Counsel, the Assessor-Recorder, the Housing and Community Development Department, and other departments as appropriate.

Given the complexity of legal, fiscal, and policy considerations, staff anticipate that a full evaluation could require several weeks to multiple months of coordinated staff work, depending on the scope of analysis requested by the Board.

Specific staffing needs and cost estimates would be presented to the Board upon direction to proceed with a comprehensive analysis.

Departmental Challenges
Potential challenges associated with further analysis include:

- Need for specialized economic modeling and market analysis
- Legal constraints related to local taxation authority under California law
- Ballot measure preparation timelines
- Competing departmental priorities and available staff capacity

Proposed Response Date
Given the scope of additional analysis required, staff recommends extending the response deadline to April 14, 2026, to allow sufficient time for interdepartmental coordination and development of a comprehensive report.

Next Steps
Based on Board direction, potential next steps could include:

- Conducting a full feasibility and policy analysis
- Developing potential tax structure and ballot measure options
- Completing additional fiscal and economic modeling
- Conducting community and stakeholder outreach
- Returning to the Board with findings and policy options for a potential ballot measure

BO ARD OF SUPERVISORS STRATEGIC PLAN GOALS:

X__Well-Being and Quality of Life
X Sustainable Infrastructure for the Present and Future
__ Safe and Resilient Communities
_X_Diverse and Thriving Economy

Prepared and approved by**:** Michael Beaton, Assistant County Administrative Officer, ext. 3835

Attachments: Board Referral No. 2026-01; Attachment A

Introduced: 3/6/2026
Version: 1

Current Status: Agenda Ready
Matter Type: Preliminary Analysis Report

Receive a preliminary analysis in response to Board Referral No. 2026.01 (Daniels) seeking a potential special real estate transfer tax on ultra-high-value single-family residential property transactions in unincorporated Monterey County and provide direction as appropriate.

RECOMMENDATION

It is recommended that the Board of Supervisors:

a. Receive a preliminary analysis responding to **Board Referral No. 2026.01** regarding a potential special real estate transfer tax on ultra-high-value property transactions in unincorporated Monterey County; and

b. Provide direction on a preferred processing option of the referral:

i. Proceed with completion of the referral as outlined in this report;

ii. Proceed with modifications as directed by the Board;

iii. Direct staff to return with a comprehensive feasibility analysis, including a comparative analysis of potential policy options, and a detailed staffing and cost estimate necessary to complete the analysis and support potential implementation; or

iv. Rescind the referral.

c. Provide any additional direction, as appropriate.

PRELIMINARY ANALYSIS

Background

Board Referral No. 2026.01 (Daniels) requests an evaluation of a potential special real estate transfer tax applied to single-family residential property sales exceeding $10 million in unincorporated Monterey County.

The referral seeks to explore whether such a tax could establish a dedicated and stable local revenue source to support housing initiatives in proximity to the sale of those homes, including:

- Workforce housing “Missing middle” housing First time homebuyer assistance
- Housing production necessary to meet State -Housing Element requirements

For purposes of this analysis:

Workforce Housing generally refers to housing that is affordable to households earning moderate incomes, typically between 80% and 120% of Area Median Income (AMI), including teachers, healthcare workers, hospitality employees, and public safety personnel who often work within the County but face difficulty affording local housing.

Missing Middle Housing refers to small-scale, multi-unit housing types compatible with single-family neighborhoods, such as duplexes, triplexes, fourplexes, cottage courts, and small courtyard apartments that help bridge the gap between single-family homes and large apartment complexes.

The County is finalizing its 6th Cycle Housing Element (2023-2031). State law requires the County to demonstrate sufficient zoning capacity to meet its Regional Housing Needs Allocation (RHNA).

The unincorporated County must plan for 3,326 units across all income levels.
Meeting RHNA requires:

- Adequate land capacity
- Infrastructure investments
- Funding for affordable and moderate-income- housing
- Removal of development constraints
- First-time homebuyer and workforce housing -programs

Identifying dedicated housing funding sources can strengthen Housing Element implementation, reduce compliance risks, and improve competitiveness for state housing grants and financing programs

Exploring potential local revenue strategies aligns with the County's 2025-2028 Strategic Plan goal of supporting housing opportunities and sustainable communities while maintaining responsible fiscal stewardship.

Several California jurisdictions have implemented similar ultra-high-value property transfer taxes, providing a potential policy framework for evaluating local applicability.

Project Description
This preliminary review evaluates the feasibility, legal authority, and potential revenue implications of imposing a transfer tax on ultra-high-value residential property transactions in unincorporated Monterey County.
Areas of analysis include:

- Ballot Measure Requirements and timeline
- Comparison to transfer taxes adopted in other California jurisdictions
- Review of local ultra-high-value- sales data
- Preliminary revenue projections
- Potential exemptions (e.g., nonprofit entities, affordable housing developers, governmental entities, and County owned property)
- Staffing and cost considerations associated with conducting a full analysis and supporting potential implementation

Ballot Measure Requirements
A real estate transfer tax dedicated to housing purposes would constitute a special tax under California law.

Key requirements include:

- Voter Approval Threshold

A *special tax* requires two-thirds (66.67%) voter approval.

- Ballot Measure Structure

The ballot measure must clearly:

  - Establish the tax rate
  - Define the transaction threshold (for example property sales exceeding $10 million)
  - Specify the restricted use of funds (such as workforce housing and missing middle housing initiatives)
  - Include provisions for administration, oversight, reporting, and accountability

- Timeline Considerations

To place a measure on the ballot, staff and County Counsel would need to prepare:

  - Draft ordinance language
  - Fiscal impact statement
  - Ballot question and impartial analysis
  - Public information and outreach strategy
  - Required filings with the Registrar of Voters and Secretary of State

Preparation of the ballot measure typically requires 4-6 months of coordinated staff work to the ballot filing deadline.

Other California Jurisdictions

Several California jurisdictions have adopted graduated real estate transfer taxes targeting ultra-high-value property transactions (see Attachment A).

The measures typically:

- Apply ultra-higher tax rates to property sales above specified thresholds
- Dedicate revenues to housing or homelessness programs
- Include exemptions for affordable housing development or nonprofit transactions

A comparative summary of relevant jurisdictions, including tax rates and revenue uses, will be included in the full analysis.

Ultra-high-Value Property Transactions History

Over the past three calendar years, the following number of single-family residential transactions exceeding $10 million in unincorporated Monterey County:

2023 - 10 transactions - $175,530,000
2024 - 9 transactions - $192,425,000
2025 - 11 transactions - $155,630,000

Average annual sales volume (2023-2025): $174,528,333

Potential Revenue from Transfer Tax

Using the three-year average sales volume, estimated annual revenue could include:

- 1% tax → $1,745,283

- 2% tax → $3,490,567
- 3% tax → $5,235,850
- 4% tax → $6,981,133
- 5% tax → $8,726,417

Actual revenues would fluctuate depending on the number, timing, and value of qualifying property transactions each year.

Potential Revenue Use Options

The County is completing its 6th Cycle Housing Element (2023-2031) and must plan for 3,326 housing units in unincorporated areas across all income categories.

If approved by voters, revenues from a special transfer tax could be restricted to housing purposes, including:

1. Workforce and Missing Middle- Housing

- Down-payment assistance
- First Time Homebuyers programs
- Development incentives (deferred fees, buydown costs for moderate housing projects)
- Gap financing for mderate-income housing projects
- Public-private development -partnerships

2. Infrastructure and Site Development

- Water, sewer, and roadway improvements on Housing Element sites
- Utility upgrades that enable multifamily housing development
- Environmental remediation or site preparation

3. Preservation of Existing Affordable Housing

- Acquisition of at-risk- rental properties
- Rehabilitation and extension of affordability covenants

4. Housing Program Administration

- Community outreach and education
- Staffing resources for Housing Element implementation
- Compliance monitoring and program reporting

Investing revenues in these areas would support Housing Element implementation and advance the County's Strategic Plan priorities of increasing housing availability, supporting thriving communities, strengthening long-term infrastructure investment.

Estimated Project Cost

A complete feasibility evaluation would require coordination across multiple County departments.

Areas of anticipated cost include:

- Legal analysis (County Counsel)
- Fiscal and economic modeling (CAO and Assessor-Recorder)
- Housing policy analysis (Housing and Community Development Department)
- Community engagement and public outreach
- Potential consultant services for polling, ballot measure development, and economic analysis

Staffing Level Estimate
Completion of a comprehensive analysis will require a multi-departmental effort involving the County Administrative Office, County Counsel, the Assessor-Recorder, the Housing and Community Development Department, and other departments as appropriate.

Given the complexity of legal, fiscal, and policy considerations, staff anticipate that a full evaluation could require several weeks to multiple months of coordinated staff work, depending on the scope of analysis requested by the Board.

Specific staffing needs and cost estimates would be presented to the Board upon direction to proceed with a comprehensive analysis.

Departmental Challenges
Potential challenges associated with further analysis include:

- Need for specialized economic modeling and market analysis
- Legal constraints related to local taxation authority under California law
- Ballot measure preparation timelines
- Competing departmental priorities and available staff capacity

Proposed Response Date
Given the scope of additional analysis required, staff recommends extending the response deadline to April 14, 2026, to allow sufficient time for interdepartmental coordination and development of a comprehensive report.

Next Steps
Based on Board direction, potential next steps could include:

- Conducting a full feasibility and policy analysis
- Developing potential tax structure and ballot measure options
- Completing additional fiscal and economic modeling
- Conducting community and stakeholder outreach
- Returning to the Board with findings and policy options for a potential ballot measure

BO ARD OF SUPERVISORS STRATEGIC PLAN GOALS:

X__Well-Being and Quality of Life
X Sustainable Infrastructure for the Present and Future
__ Safe and Resilient Communities
_X_Diverse and Thriving Economy

Prepared and approved by**:** Michael Beaton, Assistant County Administrative Officer, ext. 3835

Attachments: Board Referral No. 2026-01; Attachment A

Monterey County Board of Supervisors
Referral Submittal Form

Referral No. 2026.01
Assignment Date: 02/03/26
(Completed by CAO's Office)

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

Date: 1/28/2026	**Submitted By:** Supervisor Kate Daniels	**District #:** 5

Referral Title: Establish a Local Housing Fund through Special Tax Measure

Referral Purpose: Explore the feasibility of implementing a local real estate transfer tax on high-value property sales in unincorporated Monterey County to create a local housing fund for home development in relative proximity to those transactions.

Brief Referral Description:

This referral seeks to explore the feasibility and policy considerations of adopting a local real estate transfer tax applicable to the sale of high-value properties, potentially $10 million and above, located in unincorporated Monterey County. The purpose of the proposed measure is to generate a dedicated revenue source to address critical "missing middle" and workforce housing needs within the County's unincorporated communities. The analysis should examine a measure for a special tax on transactions above an established threshold for single-family homes.

Revenue generated from such a tax could be used to support a range of "missing middle" or moderate-level housing-related priorities, including but not limited to housing development and redevelopment, workforce housing, additional HCD planning staff, and rental assistance. Monterey County continues to experience significant housing affordability challenges, particularly in the unincorporated areas where high-value real estate transactions are increasingly common.

Several California jurisdictions have adopted similar real estate transfer taxes, including the nearby cities of San Francisco, San José, Oakland, and Santa Cruz. These measures typically apply to property sales above a specified value threshold and may include graduated tax rates. This referral requests an analysis of how comparable measures are structured and how those models could inform a potential Monterey County approach.

Furthermore, staff should review exemptions commonly included in similar measures in other jurisdictions and evaluate which exemptions may be appropriate for Monterey County. These may include exemptions for transfers involving nonprofit organizations, community land trusts, affordable housing developers, or other transactions that advance public-benefit housing goals.

Classification - Implication	**Mode of Response**
☐ Ministerial / Minor ☐ Land Use Policy ☐ Social Policy ☐ Budget Policy ☐ Other: _____	☐ Memo ☐ Board Report ☐ Presentation **Requested Response Timeline** ☐ 2 weeks ☐ 1 month ☐ 6 weeks ☐ Status reports until completed ☐ Other: _____ [X] Specific Date: 2/10/2026

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

Department(s): CAO	Referral Lead: Michael Beaton	Board Date: 02/03/26

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

Department(s):	Referral Lead:	Date:

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

Department analysis of resources required/impact on existing department priorities to complete referral:	
Analysis Completed By: _____ Date: _____	**Department's Recommended Response Timeline** ☐ By requested date ☐ 2 weeks ☐ 1 month ☐ 6 weeks ☐ 6 months ☐ 1 year ☐ Other/Specific Date: _____

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

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

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

Attachment A

Jurisdiction	Primary Threshold ($M)	Rates	Revenue Use / Notes
City of Los Angeles	$5.3M	4.0% (>5.3M–<10.6M), 5.5% (≥10.6M); base 0.45%	United to House LA Fund for affordable housing & homelessness prevention; oversight committee
City of Santa Monica	$8M	5.6% at ≥$8M; lower tiers: 0.3% (<$5M) and 0.6% ($5M–<$8M)	Funds schools, homelessness prevention, affordable housing; oversight committee
City of Culver City	$1.5M	Top tier 4.0% (≥10M)	Essential city services including homelessness, seniors, economic recovery
City of San Jose	$2.3M	0.75% (2.3M–5M); 1.0% (5M–10M); 1.5% (>10M)	Affordable housing & homelessness programs; oversight committee
City of Berkeley	$1.6M	Top tier ~2.5% (>1.6M)	General fund revenue for city services
City of Oakland	$2M	Top tier 2.5% (≥5M)	General fund; discount programs
City of Emeryville	$1M	Top tier ~2.5% (>2M)	General services incl. water, homelessness, safety
City of Richmond	$1M	Top tier 3.0% (>10M)	General fund revenue; supports youth & housing
City & County of San Francisco	$10M	Top tier 5.5% (≥10M)	General fund; Prop C exempts conversions (temporary)
City of Santa Cruz	$1.8M	0.5% >1.8–<2.5M; 1.0% >2.5–<3.5M; 1.5% >3.5–<4.5M; 2.0% >4.5M	Special tax for workforce/affordable housing and homelessness services; 20 yr term

Introduced: 3/6/2026
Version: 1

Current Status: Scheduled AM
Matter Type: General Agenda Item

Conduct an annual review of the Board of Supervisors Referral Matrix.

RECOMMENDATION:
It is recommended that the Board of Supervisors:

a. Conduct an annual review of the Board referral matrix;
b. Provide direction to:
    i. Continue specific referrals with no changes;
    ii. Modify specific referrals; or,
    iii. Withdraw specific referrals.
c. Provide further direction, as appropriate.

SUMMARY:
In accordance with Board Policy G-35, Section 9c, the Board is asked to conduct an annual review of outstanding items on the Board's referral matrix. As part of this process, the Board is reviews pending referrals and determine whether to continue, modify, or withdraw them.

DISCUSSION:
The Board referral process allows the Board to request information or action from County staff to support policy development and initiatives. Under County Code, administrative services requested by the Board must be coordinated through the County Administrative Officer; referrals serve as the formal tool to initiate those requests.

A formal Board Referral Process was established in July 2009 and periodically updated to reflect organizational changes. In July 2020, Board Referral No. 2020.22 addressed process deficiencies by requiring departments to return to the Board with a preliminary analysis before initiating work. The Board subsequently adopted Board Policy G-35 in April 2021, which requires: (1) a preliminary analysis within 21 days outlining costs, timeline, resources, and project details; (2) Board action to proceed, discontinue, modify, or allocate additional resources; and (3) provisions for prompt response to urgent referrals.

The policy also requires an annual evaluation of outstanding referrals to ensure the matrix remains current. In preparation for this review, staff coordinated with Board District Offices to obtain recommendations for referrals issued by their respective supervisors. Attachment B provides a

detailed list of proposed actions, departmental challenges, and estimated completion dates for

Board consideration.

Recommended for completion:

- 2021.25 (Askew) East Garrison Street Renaming

Recommended for withdrawal:

- 2017.18 (Board) 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.
- 2017.20 (Alejo) 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.
- 2023.20 (Church) Littering Fines
- 2024.05 (Church) Speed Hump Fee Waivers for Low-Income Neighborhoods
- 2024.12 (Alejo) 1220 Natividad Road Property Repurposing for County Housing Trust Fund
- 2025.09 (Lopez) Anza National Historic Trail Auto Tour Signs
- 2025.16 (Alejo) Esperanza Care 2.0

Recommended for modification:

- 2022.22 (Alejo) East Salinas District 1 Office/District 1 Carryover Office Budget Funding For Planned East Salinas Office

Board action is required to establish, modify, or withdraw a referral; therefore, approval by a majority vote is required. If the Board takes no action, the matrix will remain unchanged until complete. The matrix will be updated accordingly following the conclusion of the Board's review.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The roster of referrals and departmental challenges was updated with input from the following lead departments: Clerk of the Board, Elections, County Counsel, Health, Housing and Community Development, Public Works, Facilities and Parks, and Natividad Medical Center.

FINANCING:
There is no financial impact resulting from the Board's consideration of the matrix.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
Mark a check to the related Board of Supervisors Strategic Plan Goals:
_X___ Well-Being and Quality of Life
_X___ Sustainable Infrastructure for the Present and Future
_X___ Safe and Resilient Communities
_X___ Diverse and Thriving Economy

_X__ Administrative [Include one or two sentences referencing the Ordinance, Code, Board Order/Resolution, etc. in relation to this selection]

Prepared by: Claudia Escalante, Executive Assistant to CAO
Approved by: Nicholas E. Chiulos, Chief Assistant CAO

Attachments:
Attachment A - Amended Board Referral Process
Attachment B - Roster of Outstanding Referrals and Departmental Challenges

Introduced: 3/6/2026
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

Conduct an annual review of the Board of Supervisors Referral Matrix.

RECOMMENDATION:
It is recommended that the Board of Supervisors:

a. Conduct an annual review of the Board referral matrix;
b. Provide direction to:
    i. Continue specific referrals with no changes;
    ii. Modify specific referrals; or,
    iii. Withdraw specific referrals.
c. Provide further direction, as appropriate.

SUMMARY:
In accordance with Board Policy G-35, Section 9c, the Board is asked to conduct an annual review of outstanding items on the Board's referral matrix. As part of this process, the Board is reviews pending referrals and determine whether to continue, modify, or withdraw them.

DISCUSSION:
The Board referral process allows the Board to request information or action from County staff to support policy development and initiatives. Under County Code, administrative services requested by the Board must be coordinated through the County Administrative Officer; referrals serve as the formal tool to initiate those requests.

A formal Board Referral Process was established in July 2009 and periodically updated to reflect organizational changes. In July 2020, Board Referral No. 2020.22 addressed process deficiencies by requiring departments to return to the Board with a preliminary analysis before initiating work. The Board subsequently adopted Board Policy G-35 in April 2021, which requires: (1) a preliminary analysis within 21 days outlining costs, timeline, resources, and project details; (2) Board action to proceed, discontinue, modify, or allocate additional resources; and (3) provisions for prompt response to urgent referrals.

The policy also requires an annual evaluation of outstanding referrals to ensure the matrix remains current. In preparation for this review, staff coordinated with Board District Offices to obtain recommendations for referrals issued by their respective supervisors. Attachment B provides a

detailed list of proposed actions, departmental challenges, and estimated completion dates for Board consideration.

Recommended for completion:

- 2021.25 (Askew) East Garrison Street Renaming

Recommended for withdrawal:

- 2017.18 (Board) 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.
- 2017.20 (Alejo) 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.
- 2023.20 (Church) Littering Fines
- 2024.05 (Church) Speed Hump Fee Waivers for Low-Income Neighborhoods
- 2024.12 (Alejo) 1220 Natividad Road Property Repurposing for County Housing Trust Fund
- 2025.09 (Lopez) Anza National Historic Trail Auto Tour Signs
- 2025.16 (Alejo) Esperanza Care 2.0

Recommended for modification:

- 2022.22 (Alejo) East Salinas District 1 Office/District 1 Carryover Office Budget Funding For Planned East Salinas Office

Board action is required to establish, modify, or withdraw a referral; therefore, approval by a majority vote is required. If the Board takes no action, the matrix will remain unchanged until complete. The matrix will be updated accordingly following the conclusion of the Board's review.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The roster of referrals and departmental challenges was updated with input from the following lead departments: Clerk of the Board, Elections, County Counsel, Health, Housing and Community Development, Public Works, Facilities and Parks, and Natividad Medical Center.

FINANCING:
There is no financial impact resulting from the Board's consideration of the matrix.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
Mark a check to the related Board of Supervisors Strategic Plan Goals:
_X___ Well-Being and Quality of Life
_X___ Sustainable Infrastructure for the Present and Future
_X___ Safe and Resilient Communities
_X___ Diverse and Thriving Economy

_X__ Administrative [Include one or two sentences referencing the Ordinance, Code, Board Order/Resolution, etc. in relation to this selection]

Prepared by: Claudia Escalante, Executive Assistant to CAO
Approved by: Nicholas E. Chiulos, Chief Assistant CAO

Attachments:
Attachment A - Amended Board Referral Process
Attachment B - Roster of Outstanding Referrals and Departmental Challenges

County of Monterey
Board Policy Manual

Policy Name	Policy Number	Page
Board of Supervisors Referral Process	G-35	1 of 4
Policy Category Government and Administration		

I. Purpose

Monterey County Code section 2.14 specifies that the Board of Supervisors shall work through the County Administrative Officer for administrative services. The referral process is a mechanism for the Board to request such administrative services. A referral can be made to acquire more information on a topic to assist policy decision making responsibilities or to initiate a course of action. The following procedures have been established to efficiently define, transmit, assign, log and track referrals made by the Board of Supervisors through the County Administrative Officer (CAO).

II. Background

The Board of Supervisors (Board) referral process is a mechanism for the Board to acquire more information on a topic to assist with its policy decision making responsibilities or to request substantive action by County staff on an initiative. Because the County Code requires the Board to request administrative services through the County Administrative Officer, a Board member referral serves as a tool to seek such services. A formal Board referral process was developed in July 2009 to provide the Board and County departments with a written roadmap/guide of the County's referral procedure form inception of the referral through its completion. Said process was further refined and amended by the Board on April 27, 2021.

III. Policy

NA

IV. Procedure

SUBMITTAL

1. Board Office submits completed Board Referral on Referral Submittal Form electronically to CAO by noon on the Wednesday prior to a Board meeting.

a) cc: Assistant County Administrative Officers ("ACAOs") and Executive Assistant/Administrative Secretaries ("CAO Administrative Support Staff")

DISTRIBUTION

2. Upon receipt, CAO Administrative Support Staff:
    a) Assigns referral a number (year and number within the year).
    b) Creates file in the BOS shared folder.
    c) Updates Board Referral Matrix list accordingly.
    d) Provides electronic copies of the referral to:
        i. Board Offices (BoS Everyone)
        ii. County Elected Officials, Department Heads, and Water Resources Agency General Manager (hereinafter "Department" or "Department Head")
        iii. County Counsel and Assistant County Counsel
        iv. cc: CAO, ACAOs and CAO Administrative Support Staff

ASSIGNMENT

3. As part of "CAO Comments and Referrals," at the first subsequent regular Board meeting, the CAO:
    a) Provides a verbal report describing each newly submitted referral.
    b) Assigns the referral to the responsible department(s) and project lead(s).
    c) Requests the responsible department or office to return to the Board with a preliminary analysis of the proposed project within twenty-one (21) days from the date of the assignment, or sooner if the Referral is urgent.
        i. Clerk of the Board to place preliminary response item (with referral number) on Advanced Calendar (for tracking purposes).
        ii. Upon assignment, the lead department should contact the referring supervisor to discuss the "intent" of the referral.

4. CAO Administrative Support Staff:
    a) Updates the Referral Submittal Form to reflect the assignment.
    b) Forwards the form electronically to the assigned:
        i. Department Head and lead
        ii. Board Offices
        iii. County Counsel, Assistant County Counsel
        iv. cc: CAO, ACAOs and CAO Administrative Support Staff
    c) Updates the Board Referrals Matrix list accordingly

PRELIMINARY DEPARTMENT ANALYSIS REPORT and BOARD DIRECTION

5. The lead department to which the referral is made:
    a) Reviews the referral and prepares a preliminary analysis report to the Board on the Preliminary Board Referral Response Form, which contains the following information:
        i. Purpose of Referral
        ii. Brief Project Description
        iii. Estimated Project Cost
        iv. Estimated Staffing Effort
        v. Departmental Challenges for Referral Completion
        vi. Proposed Response Date
    b) Unless otherwise specified in a referral or direction of the Board, all *"preliminary" responses to referrals shall be due* on a Board agenda *within twenty-one (21) days from the date of the referral*, or the next Board meeting after the twenty-one (21) days.

Preliminary departmental analysis of routine, low-cost and unambiguous referrals may be placed on the Board's consent agenda for Board consideration. Preliminary departmental analysis of complex, controversial costly and/or ambiguous referrals may be placed on the Board's consent or scheduled agenda for consideration of approval and direction. Determination of whether the item should be placed as consent or scheduled shall be made by the County Administrative Officer in consultation with the Board Chair.

c) Copies of preliminary analysis report and associated attachments to be provided to CAO, ACAOs and CAO Administrative Support Staff for uploading to referral folder on BoS Share drive.
d) When presented with the Preliminary Analysis the Board shall:
    i. Direct the department(s) to proceed with completion of the referral as outlined in preliminary report;
    ii. Direct department to proceed with referral completion based on revisions/clarifications to referral/preliminary analysis by the Board;
    iii. Direct department to return to the Board with a more comprehensive analysis of the referral and the effort anticipated for completion; or,
    iv. Rescind Referral
e) CAO Administrative Support Staff update Board Referral Matrix accordingly

REFERRAL COMPLETION METHODS and TIMELINES:

6. Referrals should be completed by the method requested in the referral, as stated in the departmental analysis or as directed by the Board. Typical methods for completion include a memorandum to the full Board, a consent agenda report to the Board, a scheduled agenda presentation, or an action specified in the referral or analysis. Referrals should be completed within the time stated in the referral or the subsequent Board approved preliminary departmental analysis.
    a) If unable to meet response deadline, the department will submit justification to requesting Board Office via memorandum with a suggested extension date.
        i. Department to cc: CAO, ACAOs, and CAO Administrative Support Staff.
        ii. Copy of email/memorandum to be uploaded to referral folder on BoS share drive as back up.
        iii. CAO Administrative Support Staff will update Board Referral Matrix accordingly.
    b) Referral Completion
        i. Lead department shall contact referring supervisor via email regarding referral completion.
            1. Department to cc: CAO, ACAO's and CAO Administrative Support Staff on communication.
        ii. If referral deemed complete, Executive Assistant or backup shall:
            1. Update Board Referral Matrix accordingly marking item "Complete". Notation to remain on list for three weeks.
            2. Upload Referral materials to BoS Shared drive.
            3. Upload copy of email from referring supervisor deeming referral complete.

URGENT REFERALS:

8. Occasionally, referrals may be made on urgent matters wherein the time necessary to provide the preliminary departmental analysis and referral completion outlined above will extend

beyond the time relevant to the referral. For example, a referral to take a position on urgent State or Federal legislation with an anticipated date of adoption within twenty-one (21) days.

a) Urgent Referrals will be separately listed on the Board's Agenda under CAO Comments & Referrals for consideration. The CAO and/or a department representative may provide a summary of the referral including potential costs, challenges for completion and alternatives. The Board shall take an action on urgent referrals to:
    i. Direct the referral be processed and completed as requested;
    ii. Direct the referral be processed and completed with modifications; or,
    iii. Reject the referral.

BOARD REFERRAL MANAGEMENT

9. The County Administrative Office (CAO) shall maintain a matrix log of all referrals requested by the Board as well as supplemental documents, information regarding responsible department, due dates and weekly status report updates.
    a) CAO Administrative Support Staff shall request regular status reports for referrals from Departments (via email). Should circumstances arise that delay the original requested response date:
        i. The original and any subsequent dates will be stricken through on the Board Referrals Update list for easy reference.
        ii. A brief explanation will be provided and noted on the list.

    b) As noted in the above procedures, copies of all preliminary and final department responses, either reports, memos or recommendations are to be submitted to the CAO, ACAO and CAO Administrative Support Staff for uploading to the appropriate referral file folder.
    c) Board shall review referral matrix on an annual basis as part of the Board's agenda under CAO Comments and Referrals. At that time, assigned department shall indicate challenge to completion and estimate date for completion.
        i. At annual review, referring supervisors may withdraw, continue or modify their respective referrals.
            1. Executive Assistant or backup shall update matrix accordingly.

V. Review Date

a. This Policy will be reviewed for continuance on October 26, 2021.

VI. Board Action

a. Legistar File Number, 21-350, April 27, 2021.

Item #	Bd. Ref. #	Assign. Date	Referring Supervisor	Lead Dept.	Assigned to	Referral Title	Departmental challenges in completing response	Proposed completion date	Board Recommendation
1	2017.18	9/19/17	Board	CAO	Bokanovich	Request a presentation to the Board of Supervisors with options for commissioner compensation that supports our ability to recruit a diverse and representative pool of commissioners.	Additional time needed for information gathering. Staff will partner with the Clerk of the Board to complete the referral.	May-26	**Withdraw/Continue**
2	2017.20	11/19/19	Alejo	PWFP	Ishii	Lease agreement between the City of Salinas and the County of Monterey regarding County's parcel adjacent 855 East Laurel Drive in Salinas for the implementation of a BMX Bike Track, new Skate Park, and sidewalk on East Laurel Drive in Salinas.	Project is pending funding.	N/A	**Withddraw**
3	2018.28	12/4/2018	Phillips	HCD	Spencer	Affordable Housing in the Coastal Zone	The referral seeks updates to the "LCP" to remove affordable housing provisions and instead rely on the Housing Element for housing policy consistent with the Coastal Act. The Housing Element is required to be updated every 6 years and the County has been focused on completing the 6th cycle update which is past due. There a 4 Land Use Plans and 6 parts to the implementation plan that make-up the County's LCP. The Del Monte Forest LUP has been updated, updates to the Big Sur LUP are moving forward, and North County and Carmel LUPs will be prioritized in future years.	2029	**Continue**
4	2021.09	5/25/2021	Church/Askew	CAO	Bokanovich	Review of Board Committee Responsibilities	There have been delays in completing the referral due to competing priorities. Staff anticipates a report to the Board in May 2026.	May-26	**Continue**

Item #	Bd. Ref. #	Assign. Date	Referring Supervisor	Lead Dept.	Assigned to	Referral Title	Departmental challenges in completing response	Proposed completion date	Board Recommendation
5	2021.25	11/16/2021	Askew	HCD	Spencer	East Garrison Street Renaming	Historic knowledge of the history on this item has been lost due to staffing changes. The East Garrison Community does not have consensus surrounding street renaming due to the implications of address changes. Board adopted street naming policy allows street renaming when there is a consenus of the majority of residence.	2026	**Complete**
6	2021.29	12/7/2021	Adams	PWFP	Ishii	Increased Fines for Big Sur Roadside Camping Prohibition	Coordination with Coastal staff. Signs have been put in place. The additional signage is taking longer than expected.	Winter 2026	**Continue**
7	2022.02	1/11/2022	Askew	CAO	Blitch/Chiulos	Sheriff Oversight Board Formation		**On hold**	**Continue**
8	2022.04	2/1/2022	Church/Lopez	~~PWFP~~ HCD	~~Ishii~~ Spencer	Revisit Rossi Road Extension Plan	Work on a new community plan for the Boronda Area would be the appropriate place to consider circulation and road improvements and how these improvements get funded. Work on a Community Plan for this area is targeted in the next 5 years on the County's Long-range work program. Work on the Chualar Community Plan is in progress. Pajaro is planned to be next followed by Boronda.	2028	**Continue**
9	2022.14	4/19/2022	Lopez	PWFP	Ishii	Harkins Road	Preparation of plan to implement a viable pilot project.	N/A	**Continue**
10	2022.22	9/27/2022	Alejo	PWFP	Ishii/Lerable	East Salinas District 1 Office/**District 1 Carryover Office Budget Funding For Planned East Salinas Office**	To date, no viable office options which meet the D1 office needs for required sq. ft., security needs and accessibility have been located.	N/A	**Modify**

Item #	Bd. Ref. #	Assign. Date	Referring Supervisor	Lead Dept.	Assigned to	Referral Title	Departmental challenges in completing response	Proposed completion date	Board Recommendation
11	2023.03	2/7/2023	Alejo	HCD	Spencer	Affordable Senior Housing Project at 855 East Laurel Drive	Progress was pasued while the facilities master plan was being prepared. HCD will reinitiate efforts to facilitate an affordable Senior Housing Project at 855 E. Laurel. An update is anticipated before the end of the year.	2026	**Continue**
12	2023.13	7/11/2023	Church	PWFP	Ishii	Laurel Yard Master Plan	None.	Spring 2026	**Continue**
13	2023.17	7/19/2023	Adams	HCD	Spencer	Safeguard & Maintain Historic Buildings in Monterey County	This item has been added to the County's long-range work plan.	2027	**Continue**
14	2023.20	11/7/2023	Church	Health	Jimenez	Littering Fines	There are no departmental challenges at this time. Staff are set to present in January 2026.	Jan-26	**Withdraw**
15	2023.22	11/28/2023	Adams	PWFP	Ishii	Bixby Bridge - Traffic and Pedestrian Safety	Monitoring of the railing installed on Coast Road.	Completed?	**Continue**
16	2024.04	3/23/2024	Church	CAO/PWFP	Paolinelli/Ishii	Maintenance of Little Bear Creek: Permits	Funding.	N/A	**Continue**
17	2024.05	5/14/2024	Church	PWFP	Ishii	Speed Hump Fee Waivers for Low-Income Neighborhoods	Funding.	N/A	**Withdraw**
18	2024.07	5/14/2024	Alejo	HCD	Spencer	County Tenant Relocation Assistance Ordinance Update	The ordinance is on the list of long-range planning projects	2027	**Continue**

Item #	Bd. Ref. #	Assign. Date	Referring Supervisor	Lead Dept.	Assigned to	Referral Title	Departmental challenges in completing response	Proposed completion date	Board Recommendation
19	2024.10	9/10/2024	Church	Health	Jimenez	Allow POU/POE Water Treatment for New Construction (Including ADUs)	There are no departmental challenges at this time. Staff are set to present in January 2026.	Jan-26	**Continue**
20	2024.11	9/10/2024	Church	Health	Jimenez	Modifications to the County's Rooster Ordinance	There are no departmental challenges at this time. Staff are set to present on December 10, 2025.	Oct-25	**Continue**
21	2024.12	9/24/2024	Aeljo	HCD	Spencer	1220 Natividad Road Property Repurposing for County Housing Trust Fund	Reviewed as part of the Facility Master Plan process. Alternative uses for this property may be prioritized.	2026	**Withdraw**
22	2024.17	12/3/2024	Church	HCD/CAO	Spencer/Paolinelli	Policy for Evaluating Housing Economic Impacts on Residents in Legislative Decisions	Completed.	Completed	**Continue**
23	2025.01	2/4/2025	Alejo	County Counsel	Blitch	Monterey County Fracking Ban	The portions of Measure Z that implement a fracking ban in the inland portions of Monterey County have now been put in place. Specifically, the 2010 General Plan and Ford Ord Master Plan have been updated. In consultation with Coastal Commission staff, HCD staff learned that the coastal land use plan amendments need to return to the Board before they can be submitted to the Coastal Commission. County Counsel's Office staff is working with HCD staff to return to the Board with the item, and then resubmit to the Coastal Commission.	Early 2026	**Continue**

Item #	Bd. Ref. #	Assign. Date	Referring Supervisor	Lead Dept.	Assigned to	Referral Title	Departmental challenges in completing response	Proposed completion date	Board Recommendation
24	2025.03	4/22/2025	Askew	CAO/COB	Chiulos/Ralph	Encouraging Broad Diverse Applicant Pools with Transparent Outreach	This referral was set on the Board of Supervisors agenda on May 13, 2025, to present to the Board; Supervisor Root Askew had the item pulled as she felt the response was not adequate; need to follow up with Nick Chiulos to see if perhaps Nick Pasculli may be better suited to respond as to transparent outreach (Nick Pasculli had drafted a list of possible outreach efforts regarding the Boards, Commissions and Committees) then item needs to be set back on the agenda.	TBD	**Continue**
25	2025.04	4/22/2025	Askew	CAO/County Counsel/COB	Chiulos/Blitch/Ralph	Follow-up to Referral #2023.19 - Monterey County Regional Fire District Board of Directors (MCRFD) Vacancies, to ensure completion of BOS direction.	There have been delays in completing referral due to competing priorities. Board review of the policy will occur in late March.	Mar-26	**Continue**
26	2025.05	5/13/2025	Daniels	PWFP	Ishii	Bixby Bridge – No Parking	Montoring of temporary Parking prohibition.	Completed?	**Continue**
27	2025.08	8/5/2025	Alejo	Health	Jimenez	Mitigation Monitoring for the Salinas Regional Soccer Complex	There are no departmental challenges. Staff will follow the timeline directed by the BoS on October 21, 2025.		**Continue**
28	2025.09	8/19/2025	Lopez	PWFP	Ishii	Anza National Historic Trail Auto Tour Signs	There are no departmental challenges. Sstaff will follow the timeline directed by the BoS on September 30, 2025.		**Withdraw**
29	2025.10	8/26/2025	Alejo	Health	Jimenez	Monterey County Spay and Neuter Ordinance for Cats and Dogs	There are no departmental challenges at this time. Staff will bring back in 6 months as directed.	Mar-26	**Continue**

Item #	Bd. Ref. #	Assign. Date	Referring Supervisor	Lead Dept.	Assigned to	Referral Title	Departmental challenges in completing response	Proposed completion date	Board Recommendation
30	2025.11	9/16/2025	Church	PWFP	Ishii	No Recreational Vehicle Parking on Railroad Avenue in Pajaro	Identification of a Safe Parking Program site and connecting unhoused individuals with services.		**Continue**
31	2025.13	10/21/2025	Alejo	CAO/PWFP	Chiulos/Pasculli/Ishii/Snively	County of Monterey Facility Naming Policy		Apr-26	**Continue**
32	2025.14	10/21/2025	Alejo	CAO	Paolinelli/Vaughn	Monterey Count Arts Master Plan		Jul-26	**Continue**
33	2025.15	10/28/2025	Church	HCD/County Counsel	Spencer/Blitch	Urgency ordinance adopting a moratorium on Battery Energy Storage System (BESS) facilities in unincorporated Monterey County while regulations for BESS operations are developed	There are no departmental challenges. This item is moving forward.	May-26	**Continue**
34	2025.16	11/18/2025	Alejo	NMC/Health	Harris/Jimenez	Esperanza Care 2.0		Jul-26	**Withdraw**
35	2025.18	12/10/2025	Daniels	HCD	Spencer	History and Status of Monterey County Trails: Jack's Peak to Laureles Grade	Reassigned from Parks to HCD. HCD staff will provide a preliminary response in April 2026.		**Continue**

County of Monterey

Board Report

Legistar File Number: 26-089

Item No.18

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

March 17, 2026

Introduced: 1/27/2026
Version: 1

Current Status: Scheduled PM
Matter Type: General Agenda Item

a. Receive a presentation on the MOSS 300 site cleanup at the Moss Landing Battery Energy Storage Facility from the following agencies:

i. Department of Emergency Management,

ii. Health Department - Environmental Health Bureau (EHB),

iii. Department of Toxic substance Control (DTSC) - Human and Ecological Risk Office (HERO),

iv. Department of Toxic Substance Control (DTSC) - Emergency Response Assessment Section (ERAS),

b. Receive a Presentation from the following community groups:

i. Estuary Monitoring of Battery Emissions and Residues (EMBER)

ii. Never Again Moss Landing (NAML); and,

c. Provide direction to staff as appropriate

Introduced: 1/27/2026
Version: 1

Current Status: Scheduled PM
Matter Type: General Agenda Item

a. Receive a presentation on the MOSS 300 site cleanup at the Moss Landing Battery Energy Storage Facility from the following agencies:

i. Department of Emergency Management,
ii. Health Department - Environmental Health Bureau (EHB),
iii. Department of Toxic substance Control (DTSC) - Human and Ecological Risk Office (HERO),
iv. Department of Toxic Substance Control (DTSC) - Emergency Response Assessment Section (ERAS),

b. Receive a Presentation from the following community groups:

i. Estuary Monitoring of Battery Emissions and Residues (EMBER)
ii. Never Again Moss Landing (NAML); and,

c. Provide direction to staff as appropriate

Moss Landing Vistra Battery Fire Local Coordination & State Partnerships

County of Monterey Health Department,
Environmental Health Bureau
Nicole Fowler, REHS

County of Monterey Board of Supervisors,
March 17, 2026

Hazardous Materials Program Oversight

County's Core Role: Prevent incidents before they occur

- Enforce State hazardous materials & waste laws
- Conduct routine compliance inspections
- Oversee Hazardous Materials Business Plans (HMBPs)

Emergency Response

County Role: Immediate Public Health Protection

- Staff Emergency Operations Center (EOC)
- Coordinate with Fire, US EPA, DTSC, Air District
- Rely on State technical partner agencies for subject-matter expertise (DTSC, OEHHA, CARB, CDPH, RWQCB, MBARD)
- Assess potential exposure pathways (air, soil, water) to inform decision-making

Multi-Agency Coordination

County-Directed Community Sampling

County Direction & Oversight

- Directed Vistra to conduct offsite community sampling for contaminants of concern associated with battery fire debris
- Media sampled: Soil, Surface Water, Sediment, Porewater
- Sampling locations selected based on preliminary DTSC sampling, reports of visible ash/debris, sensitive receptors, and areas representative of elevated community surface wipe results
- State partners reviewed workplans for completeness
- Field activities witnessed by County and DTSC staff

Phase 1 & Phase 2 Sampling Summary

Phase 1 Soil Sampling

- ✓ May 8 – June 20, 2025
- ✓ 27 locations; 108 soil samples
- ✓ Report issued August 22, 2025

Phase 2 Surface Water, Sediment & Porewater Sampling

- ✓ September 10 & 12, 2025
- ✓ Evaluated potential migration pathways
- ✓ Report issued December 4, 2025

Results publicly posted and shared with State partners for technical review

Data Coordination and Transparency

County Role: Information Hub

- Compile and share QA/QC-supported sampling data with State partners
- Support technical review and evaluation of sampling plans and reports
- Publish agency-reviewed sampling results on the incident website
  - ✓ Include State agency analysis when available
- Develop GIS dashboard to visualize sampling locations and detections relative to screening levels

Additional Data Sources

Data from academia, NGOs, community groups, and citizen scientists were shared with MACG partners

- Screening data can help inform and prioritize sampling locations

Examples of Screening Data

- Surface wipe samples
- Field XRF screening
- Other observational or preliminary sampling data

Important Distinction

- Screening data are useful for identifying areas of interest

Human health and ecological risk assessments require laboratory-analyzed samples collected under formal QA/QC protocols.

Additional Data Sources

Estuary Monitoring of Battery Emissions and Residues (EMBER) Study

- EMBER study data was not shared with the County prior to its public release in November 2025.
- Because the study had not yet been released, it was not available during development of the Community Sampling Plan.
- Following its publication, the study was shared with agency partners and Vistra.
- In accordance with County direction, Vistra Corp.'s consultant has acknowledged and referenced the EMBER study within the PEA Report Equivalent.

PEA Report Equivalent

Comprehensive Risk Evaluation

A Preliminary Environmental Assessment (PEA) equivalent report was prepared by Vistra's consultant based on DTSC's 2015 PEA Guidance Manual

- Report compiles scientifically valid sampling data related to the fire
- Includes human health and ecological risk assessments
- Draft PEA-equivalent report was provided to State partners on March 2 for completeness review, particularly DTSC

PEA Report Equivalent – Next Steps

State Agency Review & Finalization Process

- State agencies typically provide written comments within 2–3 weeks
- Consultant then revises the report to address agency comments (approximately 3–4 weeks)
- Additional iterations may occur until DTSC determines the report is complete
- Final report will be published on ReadyMontereyCounty.gov once finalized

Department of Toxic Substances Control

CalEPA California Environmental Protection Agency

Human Health Risk Assessment

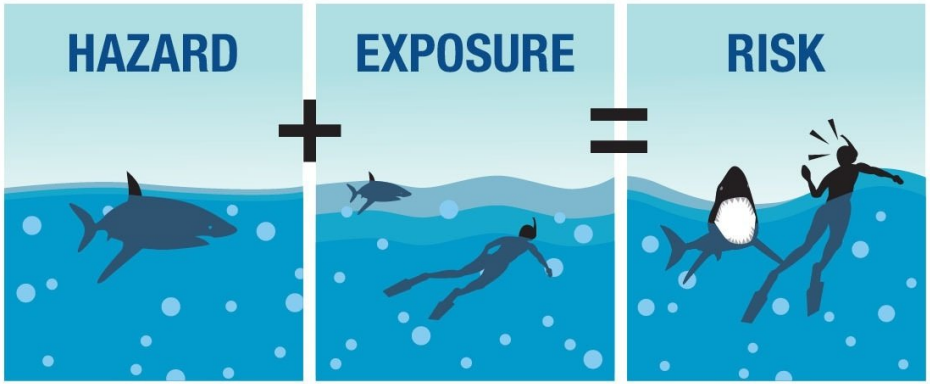
Weiying Jiang, Ph.D., D.A.B.T.
Staff Toxicologist
Human and Ecological Risk Office (HERO)
Cal/EPA, DTSC

Prepared for Monterey County Board of Supervisors Meeting on March 17, 2026.

Objectives of HHRA

- To determine if the fire released chemicals (such as metals) into the environment (such as soil and water) that may cause health concerns to residents from chronic (>1 year) exposure.

Process of HHRA



Hazard Identification
What health problems are caused by the pollutant?

Dose-Response Assessment
What are the health problems at different exposures?

Exposure Assessment
How much of the pollutant are people exposed to during a specific time period? How many people are exposed?

Risk Characterization
What is the extra risk of health problems in the exposed population?

Source: https://www.epa.gov/risk/conducting-human-health-risk-assessment; https://www.jsheld.com.

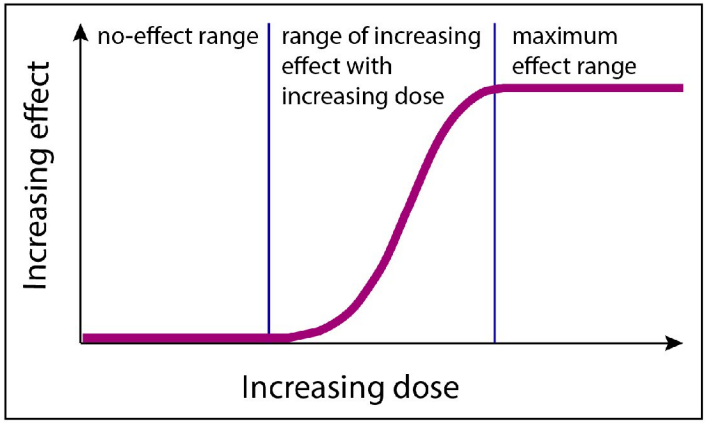
Step 1: Hazard Identification

- Identify chemicals with potential health concern

Compound	Cancer	Non-cancer
Lithium	-	✓
Nickel	✓	✓
Manganese	-	✓
Benzo(a)pyrene (PAHs)	✓	✓
2,3,7,8-TCDD (Dioxins)	✓	✓

Source: DTSC HHRA Note 10; U.S. EPA RSLs.

Step 2: Dose-Response Assessment



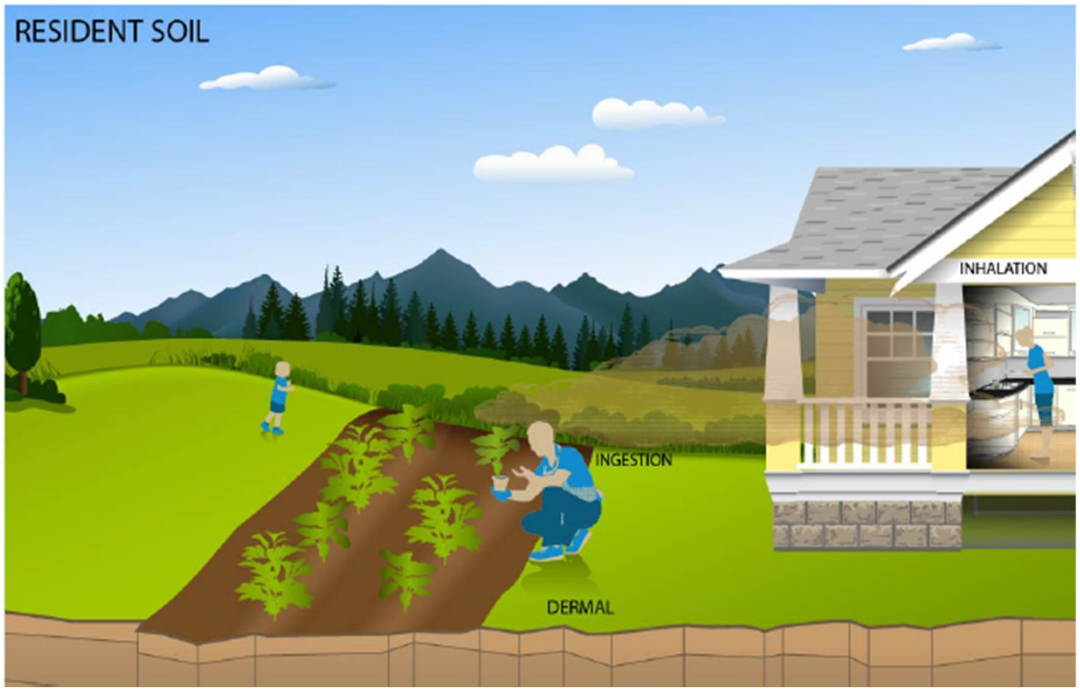
- Quantify how toxic (potent) each chemical is
- Most sensitive adverse effect(s) and subpopulation(s)
- DTSC and U.S. EPA have published cancer and non-cancer toxicity values for >800 chemicals (e.g., DTSC HHRA Note 10).

Source: https://toxedfoundation.org/basics-of-dose-response/

Step 3: Exposure Assessment

- Quantify the amount, frequency and duration of chemical exposure
  - Inhalation
  - Dermal contact
  - Oral ingestion

Conceptual Site Model



Source: https://rais.ornl.gov/tools/rais_chemical_prg_guide.html.

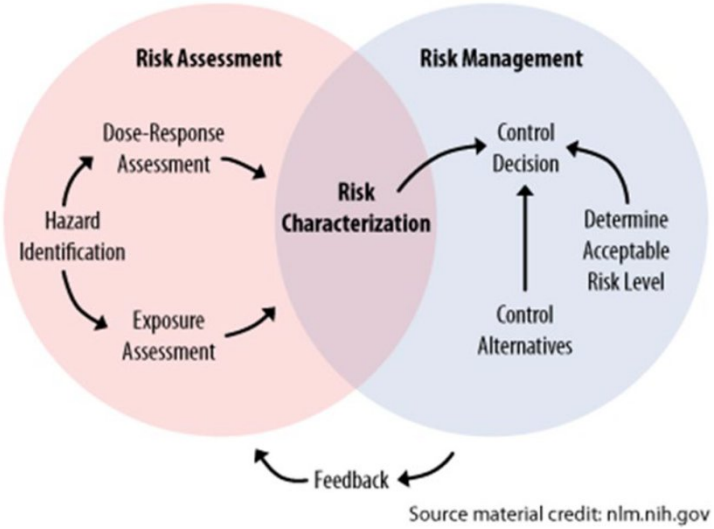
Exposure Assumptions to Assure Protectiveness

- Residential child scenario considered to protect all the populations

- Exposure assessment
  - Early-in-life exposure (3rd trimester of pregnancy)
  - 24 hours per day, 7 days per week, 350 days per year, 26 years

Step 4: Risk Characterization

- Combine exposure and toxicity information to calculate risk estimates;
- Inform management decisions;
- Risk assessment is science-based process;
- Risk assessment often uses a tiered approach.



Source material credit: nlm.nih.gov

Source: https://www.epa.gov/risk/conducting-human-health-risk-assessment.

Human Health Risk Based Screening Levels

- Risk-based screening levels published in DTSC HHRA Note 3
  - Chemical specific
  - Environmental matrices (soil and water)
  - Two human receptors (resident and worker)
  - Cancer and non-cancer health effects

- Additional screening levels are also available from U.S. EPA

Multiple Lines of Evidence (MLE)

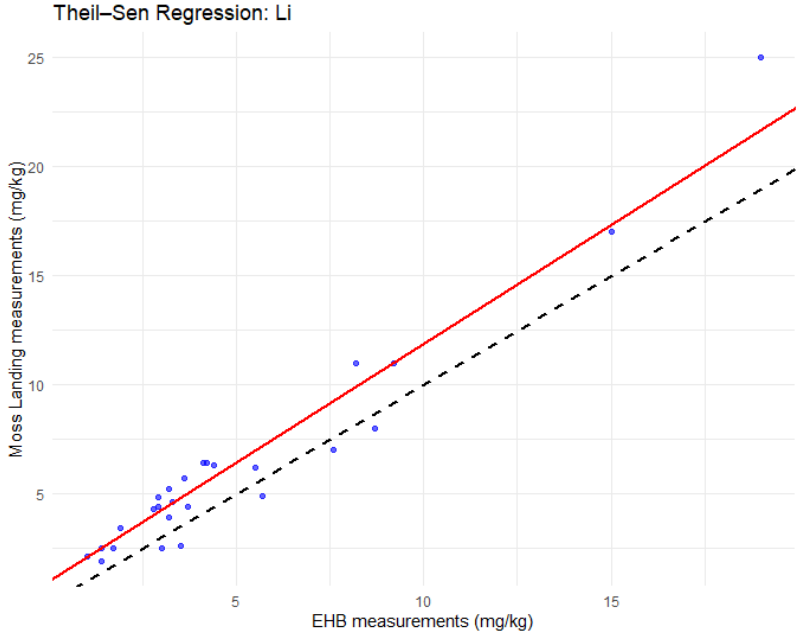
- Data collected and analyzed for assessing risks:
  - Air modeling (soot deposition plume from U.S. EPA)
  - Proximity to potential human receptors
  - Distance to the release source
  - Co-located samples
  - Co-occurrence of chemicals potentially released from the fire
  - Split sample analysis by different laboratories

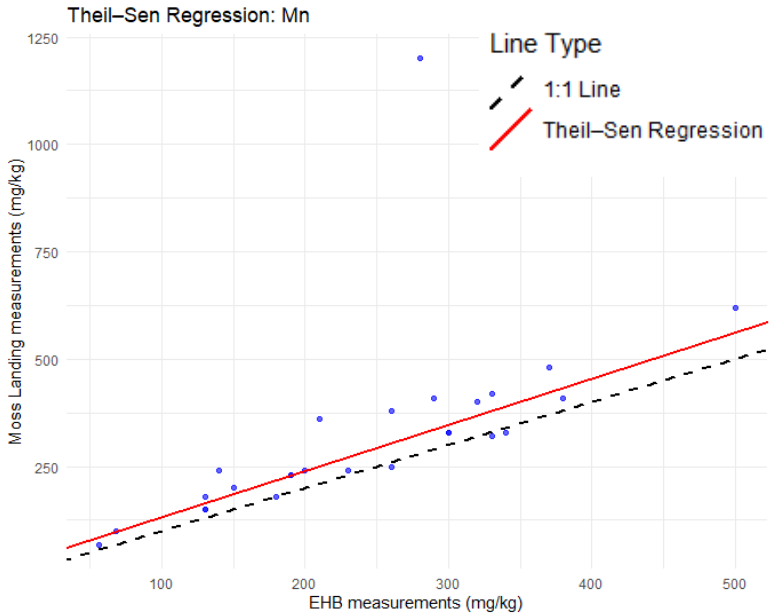
Metals in Soil

Location Code	Field ID	Sample Depth (ft bgs)	Date	Cobalt mg/kg	Copper mg/kg	Lead mg/kg	Lithium mg/kg	Manganese mg/kg	Nickel mg/kg
DTSC-SLs Soil Res or, if not promulgated, EPA RSL (Nov 2024, HQ=1.0) - Resident Soil				23	3,100	80	160	1,800	820
SB-01A	SB-01A-0.25	0 - 0.25	05/13/2025	4.4	8.1	5.3	6.2	150	27
	SB-01A-0.5	0.25 - 0.5	05/13/2025	4	7.1	4.3	5.9	120	23
SB-01B	SB-01B-0.25	0 - 0.25	05/13/2025	5.1	6.9	4.6	6.2	180	26
	SB-01B-0.5	0.25 - 0.5	05/13/2025	4.3	5.4	3.7	7	130	25
SB-02A	SB-02A-0.25	0 - 0.25	05/13/2025	3	2.7	1.9	3.9	68	18
	SB-02A-0.5	0.25 - 0.5	05/13/2025	1.6	2.3	1.5	2.5	49	9.3
SB-02B	SB-02B-0.25	0 - 0.25	05/13/2025	2.5	2.5	1.6	3.4	53	15
	SB-02B-0.5	0.25 - 0.5	05/13/2025	1.6	1.8	2.1	2.4	52	8.8
SB-03A	SB-03A-0.25	0 - 0.25	05/13/2025	5.9	21	9.9	17	400	21
	SB-03A-0.5	0.25 - 0.5	05/13/2025	1.9	8.1	4.5	8.2	230	6.9
SB-03B	SB-03B-0.25	0 - 0.25	05/13/2025	5.9	22	8.6	18	410	20
	SB-03B-0.5	0.25 - 0.5	05/13/2025	2.8	11	5.4	11	390	8.6
SB-04A	SB-04A-0.25	0 - 0.25	05/13/2025	2.6	6.5	12	4.4	250	13
	SB-04A-0.5	0.25 - 0.5	05/13/2025	2.7	6.7	9.8	4.4	280	13
SB-04B	SB-04B-0.25	0 - 0.25	05/13/2025	2.5	7.1	16	4.2	250	12
	SB-04B-0.5	0.25 - 0.5	05/13/2025	2.7	6.8	8.7	4.3	270	13
SB-05A	SB-05A-0.25	0 - 0.25	05/13/2025	7.1	27	12	11	410	36
	SB-05A-0.5	0.25 - 0.5	05/13/2025	4.9	13	8.9	7.4	210	23
SB-05B	SB-05B-0.25	0 - 0.25	05/13/2025	6	23	15	8.7	370	31
	SB-05B-0.5	0.25 - 0.5	05/13/2025	5.3	23	12	6.6	240	20
SB-06A	SB-06A-0.25	0 - 0.25	06/20/2025	5.2	15	14	2.6	420	12
	SB-06A-0.5	0.25 - 0.5	06/20/	4.4		14		230	
SB-06B	SB-06B-0.25	0 - 0.25	06/20/	25		16		2,700	
	DUP01-06202025	0 - 0.25	06/20/	6.0[A]		16		460[A]	
	SB-06B-0.5	0.25 - 0.5	06/20/	4.4		15		340	
SB-07A	SB-07A-0.25	0 - 0.25	05/13/			1.7			
	SB-07A-0.5	0.25 - 0.5	05/13/			9			
SB-07B	SB-07B-0.25	0 - 0.25	05/13/			5.5			
	DUP-05132025	0 - 0.25	05/13/			33			
	SB-07B-0.5	0.25 - 0.5	05/13/			8.4			
SB-08A	SB-08A-0.25	0 - 0.25	05/22/			4.2			
	SB-08A-0.5	0.25 - 0.5	05/22/			4.5			
	DUP04-05222025	0.25 - 0.5	05/22/			4.8			
SB-08B	SB-08B-0.25	0 - 0.25	05/22/			4.6			
	SB-08B-0.5	0.25 - 0.5	05/22/2025	7.7	6.5	5.4	6.8	400	12
SB-09A	SB-09A-0.25	0 - 0.25	05/13/2025	5.2	15	66	4.3	420	12
	SB-09A-0.5	0.25 - 0.5	05/13/2025	4.4	9.8	31	4.7	230	12
SB-09B	SB-09B-0.25	0 - 0.25	05/13/2025	25	12	35	4.2	2,700	14
	SB-09B-0.25	0 - 0.25	05/13/2025	6.0[A]	-	-	-	460[A]	-
	SB-09B-0.5	0.25 - 0.5	05/13/2025	4.4	11	27	3.4	340	9.5

Comparing Measurements from Two Labs

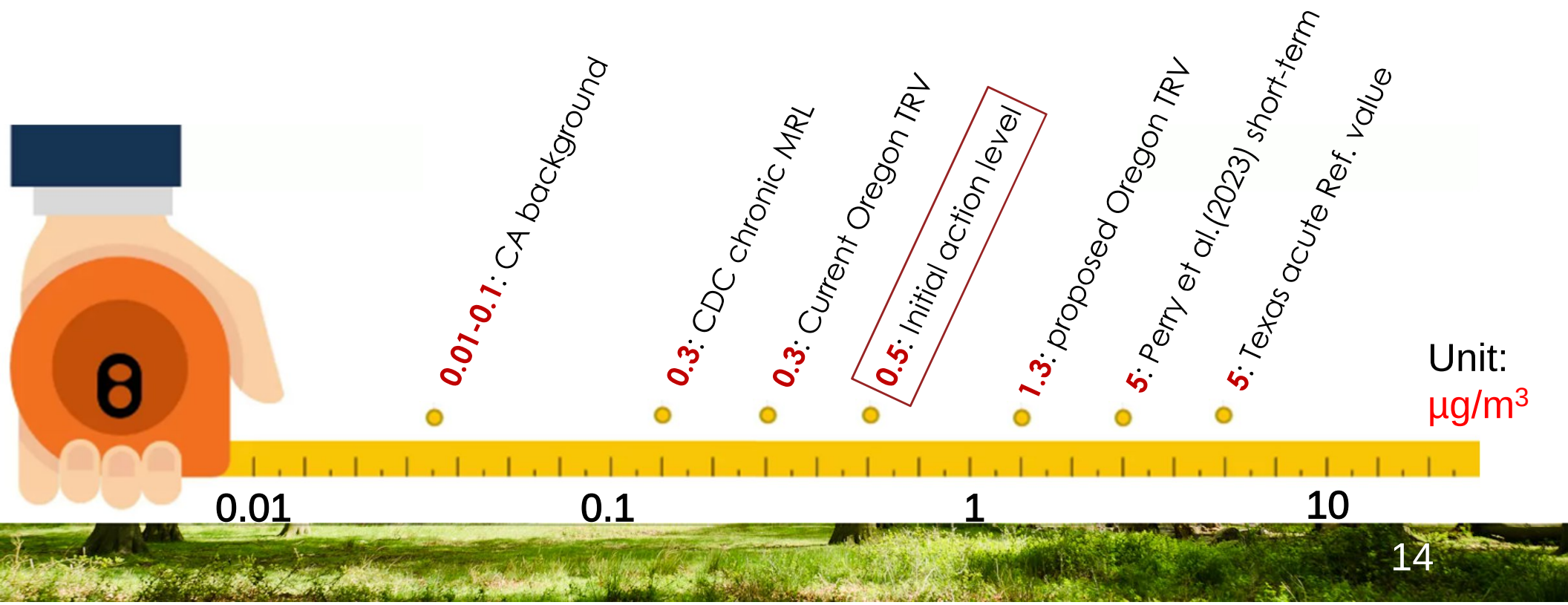
- Measurements from the consultant lab are <u>comparable</u> to those from the county-selected lab.





Air Action Level for Manganese

- Initial action level: 0.5 µg/m³ (24-hr average)



Summary

- Based on the collected soil and surface water data, HERO concurs that human health risks are not expected from chronic exposure to the sampled media.

- Risks were assessed based on conservative toxicity and exposure assumptions

Moss Landing Vistra Battery Fire
Local Coordination & State Partnerships

County of Monterey Health Department,
Environmental Health Bureau
Nicole Fowler, REHS

Hazardous Materials Program Oversight

County's Core Role: Prevent incidents before they occur

- Enforce State hazardous materials & waste laws
- Conduct routine compliance inspections
- Oversee Hazardous Materials Business Plans (HMBPs)

Emergency Response

County Role: Immediate Public Health Protection

- Staff Emergency Operations Center (EOC)
- Coordinate with Fire, US EPA, DTSC, Air District
- Rely on State technical partner agencies for subject-matter expertise (DTSC, OEHHA, CARB, CDPH, RWQCB, MBARD)
- Assess potential exposure pathways (air, soil, water) to inform decision-making

Multi-Agency Coordination

County-Directed Community Sampling

County Direction & Oversight

- Directed Vistra to conduct offsite community sampling for contaminants of concern associated with battery fire debris
- Media sampled: Soil, Surface Water, Sediment, Porewater
- Sampling locations selected based on preliminary DTSC sampling, reports of visible ash/debris, sensitive receptors, and areas representative of elevated community surface wipe results
- State partners reviewed workplans for completeness
- Field activities witnessed by County and DTSC staff

Phase 1 & Phase 2 Sampling Summary

Phase 1 Soil Sampling

- ✓ May 8 – June 20, 2025
- ✓ 27 locations; 108 soil samples
- ✓ Report issued August 22, 2025

Phase 2 Surface Water, Sediment & Porewater Sampling

- ✓ September 10 & 12, 2025
- ✓ Evaluated potential migration pathways
- ✓ Report issued December 4, 2025

Results publicly posted and shared with State partners for technical review

Data Coordination and Transparency

County Role: Information Hub

- Compile and share QA/QC-supported sampling data with State partners
- Support technical review and evaluation of sampling plans and reports
- Publish agency-reviewed sampling results on the incident website
  - ✓ Include State agency analysis when available
- Develop GIS dashboard to visualize sampling locations and detections relative to screening levels

Additional Data Sources

Data from academia, NGOs, community groups, and citizen scientists were shared with MACG partners

- Screening data can help inform and prioritize sampling locations

Examples of Screening Data

- Surface wipe samples
- Field XRF screening
- Other observational or preliminary sampling data

Important Distinction

- Screening data are useful for identifying areas of interest

Human health and ecological risk assessments require laboratory-analyzed samples collected under formal QA/QC protocols.

Additional Data Sources

Estuary Monitoring of Battery Emissions and Residues (EMBER) Study

- EMBER study data was not shared with the County prior to its public release in November 2025.
- Because the study had not yet been released, it was not available during development of the Community Sampling Plan.
- Following its publication, the study was shared with agency partners and Vistra.
- In accordance with County direction, Vistra Corp.'s consultant has acknowledged and referenced the EMBER study within the PEA Report Equivalent.

PEA Report Equivalent

Comprehensive Risk Evaluation

A Preliminary Environmental Assessment (PEA) equivalent report was prepared by Vistra's consultant based on DTSC's 2015 PEA Guidance Manual

- Report compiles scientifically valid sampling data related to the fire
- Includes human health and ecological risk assessments
- Draft PEA-equivalent report was provided to State partners on March 2 for completeness review, particularly DTSC

PEA Report Equivalent – Next Steps

State Agency Review & Finalization Process

- State agencies typically provide written comments within 2–3 weeks
- Consultant then revises the report to address agency comments (approximately 3–4 weeks)
- Additional iterations may occur until DTSC determines the report is complete
- Final report will be published on ReadyMontereyCounty.gov once finalized

Department of Toxic Substances Control

CalEPA California Environmental Protection Agency

Human Health Risk Assessment

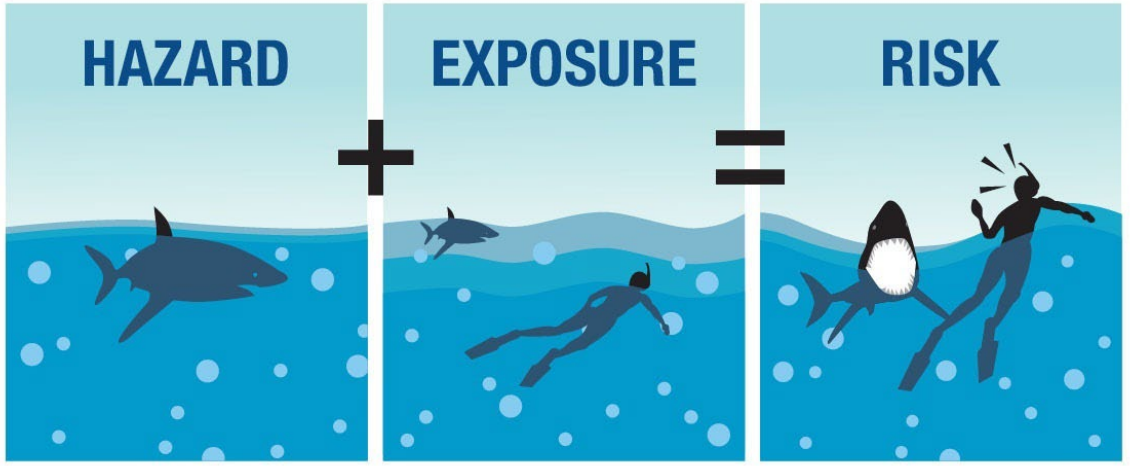
Weiying Jiang, Ph.D., D.A.B.T.
Staff Toxicologist
Human and Ecological Risk Office (HERO)
Cal/EPA, DTSC

Prepared for Monterey County Board of Supervisors Meeting on March 17, 2026.

Objectives of HHRA

- To determine if the **fire** released chemicals (such as metals) into the environment (such as soil and water) that may cause **health** concerns to **residents** from **chronic** (>1 year) exposure.

Process of HHRA



Hazard Identification
What health problems are caused by the pollutant?

Dose-Response Assessment
What are the health problems at different exposures?

Exposure Assessment
How much of the pollutant are people exposed to during a specific time period? How many people are exposed?

Risk Characterization
What is the extra risk of health problems in the exposed population?

Source: https://www.epa.gov/risk/conducting-human-health-risk-assessment; https://www.jsheld.com.

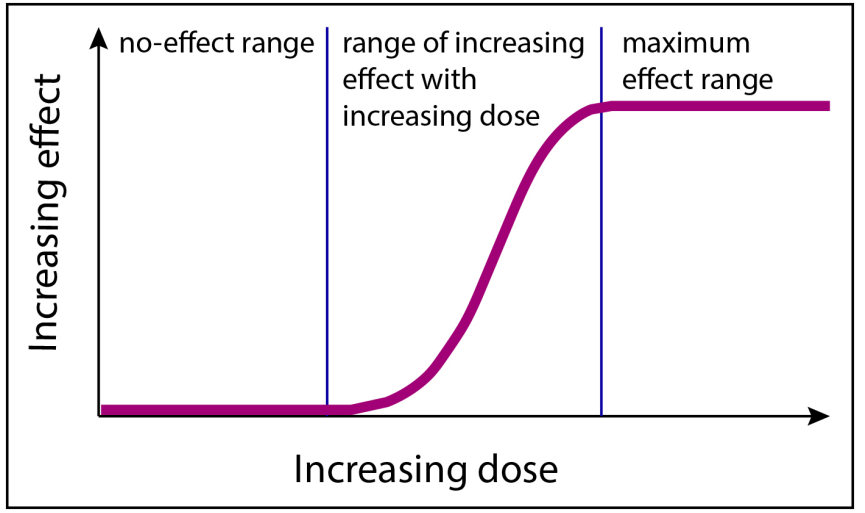
Step 1: Hazard Identification

- Identify chemicals with potential health concern

Compound	Cancer	Non-cancer
Lithium	-	✓
Nickel	✓	✓
Manganese	-	✓
Benzo(a)pyrene (PAHs)	✓	✓
2,3,7,8-TCDD (Dioxins)	✓	✓

Source: DTSC HHRA Note 10; U.S. EPA RSLs.

Step 2: Dose-Response Assessment



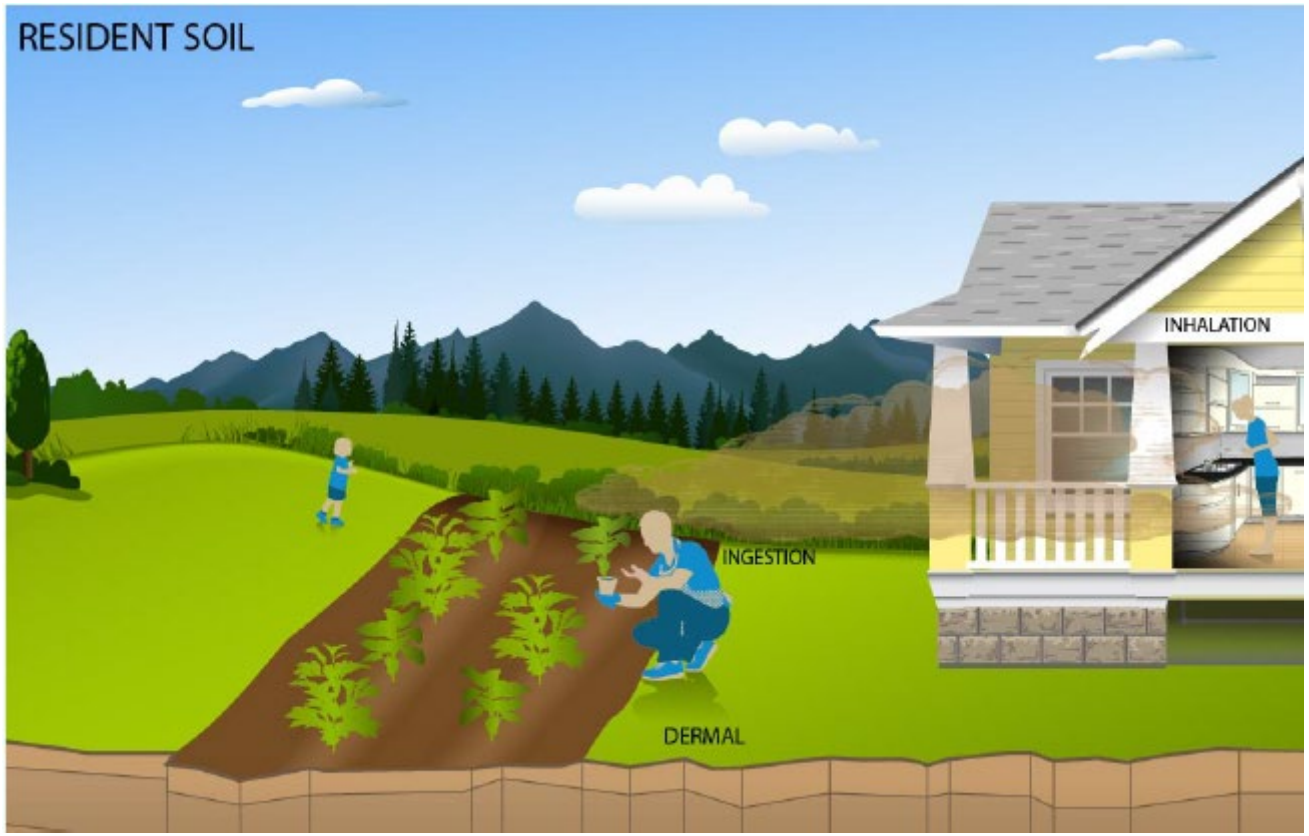
- Quantify how toxic (potent) each chemical is
- **Most sensitive** adverse effect(s) and subpopulation(s)
- DTSC and U.S. EPA have published cancer and non-cancer toxicity values for >800 chemicals (e.g., DTSC **HHRA Note 10**).

Source: https://toxedfoundation.org/basics-of-dose-response/

Step 3: Exposure Assessment

- Quantify the **amount, frequency and duration** of chemical exposure
  - Inhalation
  - Dermal contact
  - Oral ingestion

Conceptual Site Model



Source: https://rais.ornl.gov/tools/rais_chemical_prg_guide.html.

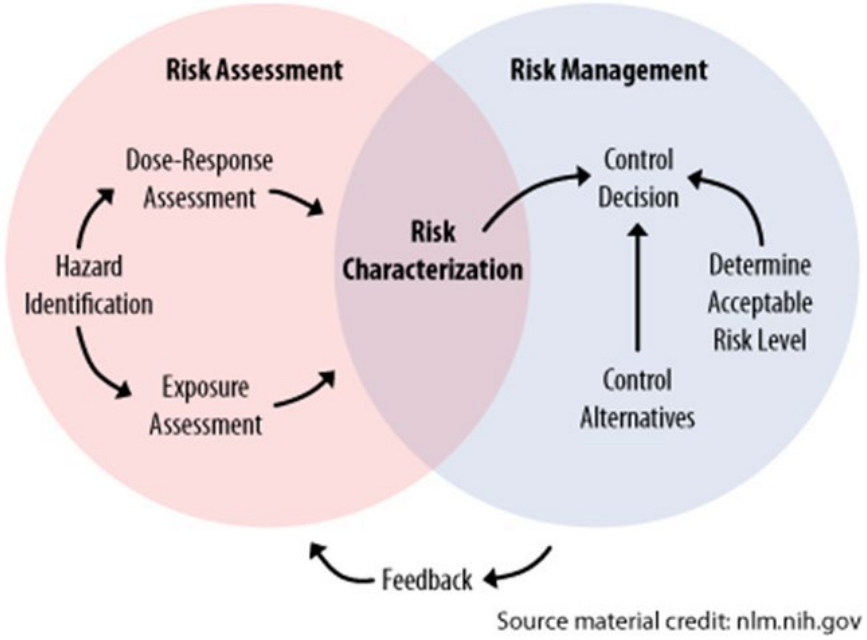
Exposure Assumptions to Assure Protectiveness

- **Residential child** scenario considered to protect all the populations

- Exposure assessment
  - **Early-in-life** exposure (3rd trimester of pregnancy)
  - **24** hours per day, **7** days per week, 350 days per year, 26 years

Step 4: Risk Characterization

- **<u>Combine</u>** exposure and toxicity information to calculate risk estimates;
- Inform management decisions;
- Risk assessment is **science**-based process;
- Risk assessment often uses a **tiered** approach.



Source material credit: nlm.nih.gov

Source: https://www.epa.gov/risk/conducting-human-health-risk-assessment.

Human Health Risk Based Screening Levels

- Risk-based screening levels published in **DTSC HHRA Note 3**
  - Chemical specific
  - Environmental matrices (soil and water)
  - Two human receptors (**resident** and worker)
  - Cancer and non-cancer health effects

- Additional screening levels are also available from U.S. EPA

Multiple Lines of Evidence (MLE)

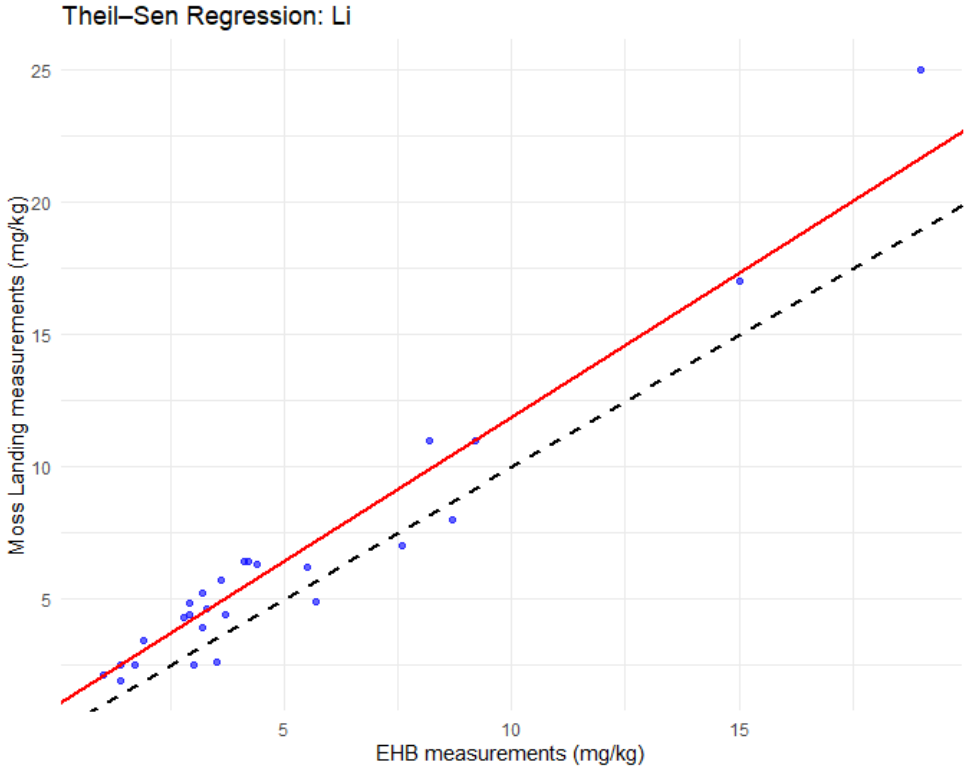
- Data collected and analyzed for assessing risks:
  - Air modeling (soot deposition plume from U.S. EPA)
  - Proximity to potential human receptors
  - Distance to the release source
  - Co-located samples
  - Co-occurrence of chemicals potentially released from the fire
  - Split sample analysis by different laboratories

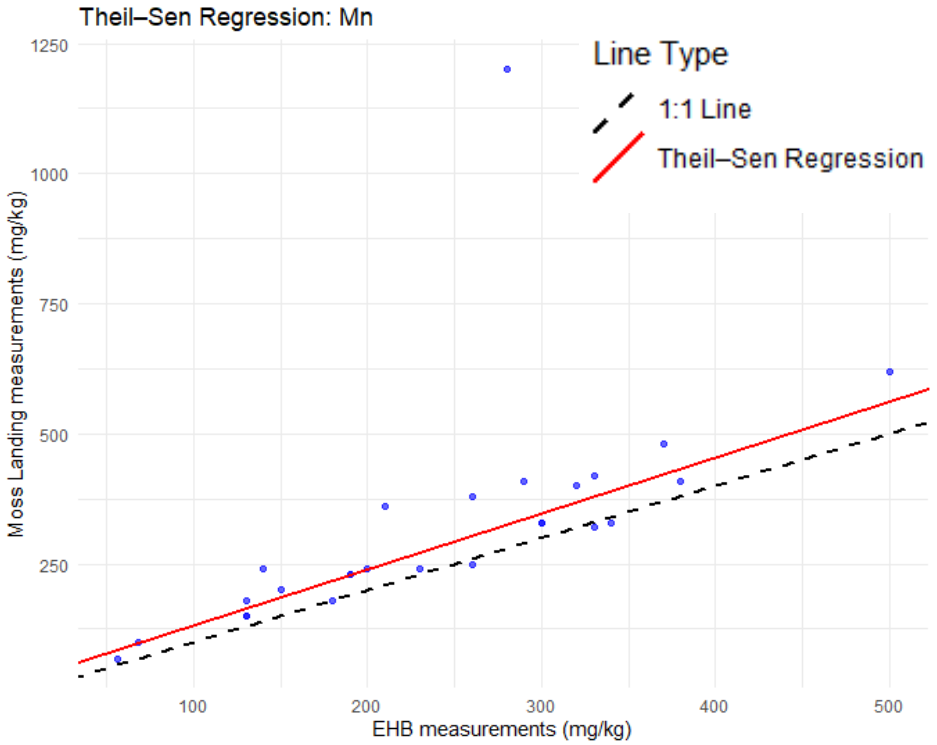
Metals in Soil

Location Code	Field ID	Sample Depth (ft bgs)	Date	Cobalt mg/kg	Copper mg/kg	Lead mg/kg	Lithium mg/kg	Manganese mg/kg	Nickel mg/kg
DTSC-SLs Soil Res or, if not promulgated, EPA RSL (Nov 2024, HQ=1.0) - Resident Soil				23	3,100	80	160	1,800	820
SB-01A	SB-01A-0.25	0 - 0.25	05/13/2025	4.4	8.1	5.3	6.2	150	27
	SB-01A-0.5	0.25 - 0.5	05/13/2025	4	7.1	4.3	5.9	120	23
SB-01B	SB-01B-0.25	0 - 0.25	05/13/2025	5.1	6.9	4.6	6.2	180	26
	SB-01B-0.5	0.25 - 0.5	05/13/2025	4.3	5.4	3.7	7	130	25
SB-02A	SB-02A-0.25	0 - 0.25	05/13/2025	3	2.7	1.9	3.9	68	18
	SB-02A-0.5	0.25 - 0.5	05/13/2025	1.6	2.3	1.5	2.5	49	9.3
SB-02B	SB-02B-0.25	0 - 0.25	05/13/2025	2.5	2.5	1.6	3.4	53	15
	SB-02B-0.5	0.25 - 0.5	05/13/2025	1.6	1.8	2.1	2.4	52	8.8
SB-03A	SB-03A-0.25	0 - 0.25	05/13/2025	5.9	21	9.9	17	400	21
	SB-03A-0.5	0.25 - 0.5	05/13/2025	1.9	8.1	4.5	8.2	230	6.9
SB-03B	SB-03B-0.25	0 - 0.25	05/13/2025	5.9	22	8.6	18	410	20
	SB-03B-0.5	0.25 - 0.5	05/13/2025	2.8	11	5.4	11	390	8.6
SB-04A	SB-04A-0.25	0 - 0.25	05/13/2025	2.6	6.5	12	4.4	250	13
	SB-04A-0.5	0.25 - 0.5	05/13/2025	2.7	6.7	9.8	4.4	280	13
SB-04B	SB-04B-0.25	0 - 0.25	05/13/2025	2.5	7.1	16	4.2	250	12
	SB-04B-0.5	0.25 - 0.5	05/13/2025	2.7	6.8	8.7	4.3	270	13
SB-05A	SB-05A-0.25	0 - 0.25	05/13/2025	7.1	27	12	11	410	36
	SB-05A-0.5	0.25 - 0.5	05/13/2025	4.9	13	8.9	7.4	210	23
SB-05B	SB-05B-0.25	0 - 0.25	05/13/2025	6	23	15	8.7	370	31
	SB-05B-0.5	0.25 - 0.5	05/13/2025	5.3	23	12	6.6	240	20
SB-06A	SB-06A-0.25	0 - 0.25	06/20/2025	7.7	15	14	2.6	480	12
	SB-06A-0.5	0.25 - 0.5	06/20/			14			
SB-06B	SB-06B-0.25	0 - 0.25	06/20/	5.2		16		420	
	DUP01-06202025	0 - 0.25	06/20/			16			
	SB-06B-0.5	0.25 - 0.5	06/20/	4.4		15		230	
SB-07A	SB-07A-0.25	0 - 0.25	05/13/			1.7			
	SB-07A-0.5	0.25 - 0.5	05/13/			9			
SB-07B	SB-07B-0.25	0 - 0.25	05/13/	25		5.5		2,700	
	DUP-05132025	0 - 0.25	05/13/			33			
	SB-07B-0.5	0.25 - 0.5	05/13/	6.0[A]		8.4		460[A]	
SB-08A	SB-08A-0.25	0 - 0.25	05/22/			4.2			
	SB-08A-0.5	0.25 - 0.5	05/22/	4.4		4.5		340	
	DUP04-05222025	0.25 - 0.5	05/22/			4.8			
SB-08B	SB-08B-0.25	0 - 0.25	05/22/			4.6			
	SB-08B-0.5	0.25 - 0.5	05/22/2025	7.7	6.5	5.4	6.8	400	12
SB-09A	SB-09A-0.25	0 - 0.25	05/13/2025	5.2	15	66	4.3	420	12
	SB-09A-0.5	0.25 - 0.5	05/13/2025	4.4	9.8	31	4.7	230	12
SB-09B	SB-09B-0.25	0 - 0.25	05/13/2025	25	12	35	4.2	2,700	14
	SB-09B-0.25	0 - 0.25	05/13/2025	6.0[A]	-	-	-	460[A]	-
	SB-09B-0.5	0.25 - 0.5	05/13/2025	4.4	11	27	3.4	340	9.5

Comparing Measurements from Two Labs

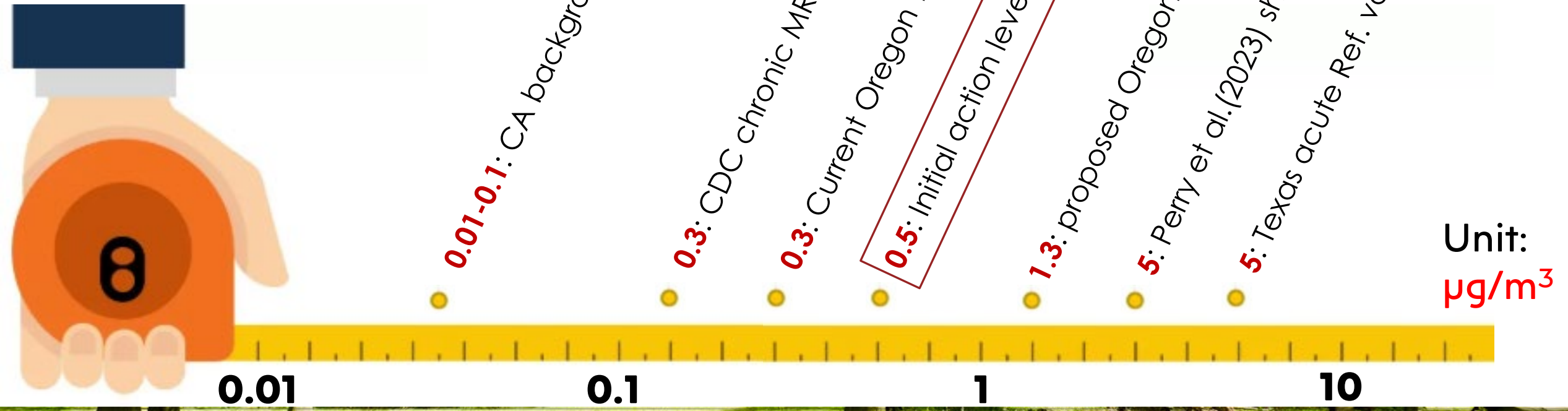
- Measurements from the consultant lab are **comparable** to those from the county-selected lab.





Air Action Level for Manganese

- **Initial** action level: 0.5 µg/m^3 (24-hr average)



Summary

- Based on the collected soil and surface water data, HERO concurs that human health risks are **not expected** from chronic exposure to the sampled media.

- Risks were assessed based on **conservative** toxicity and exposure assumptions

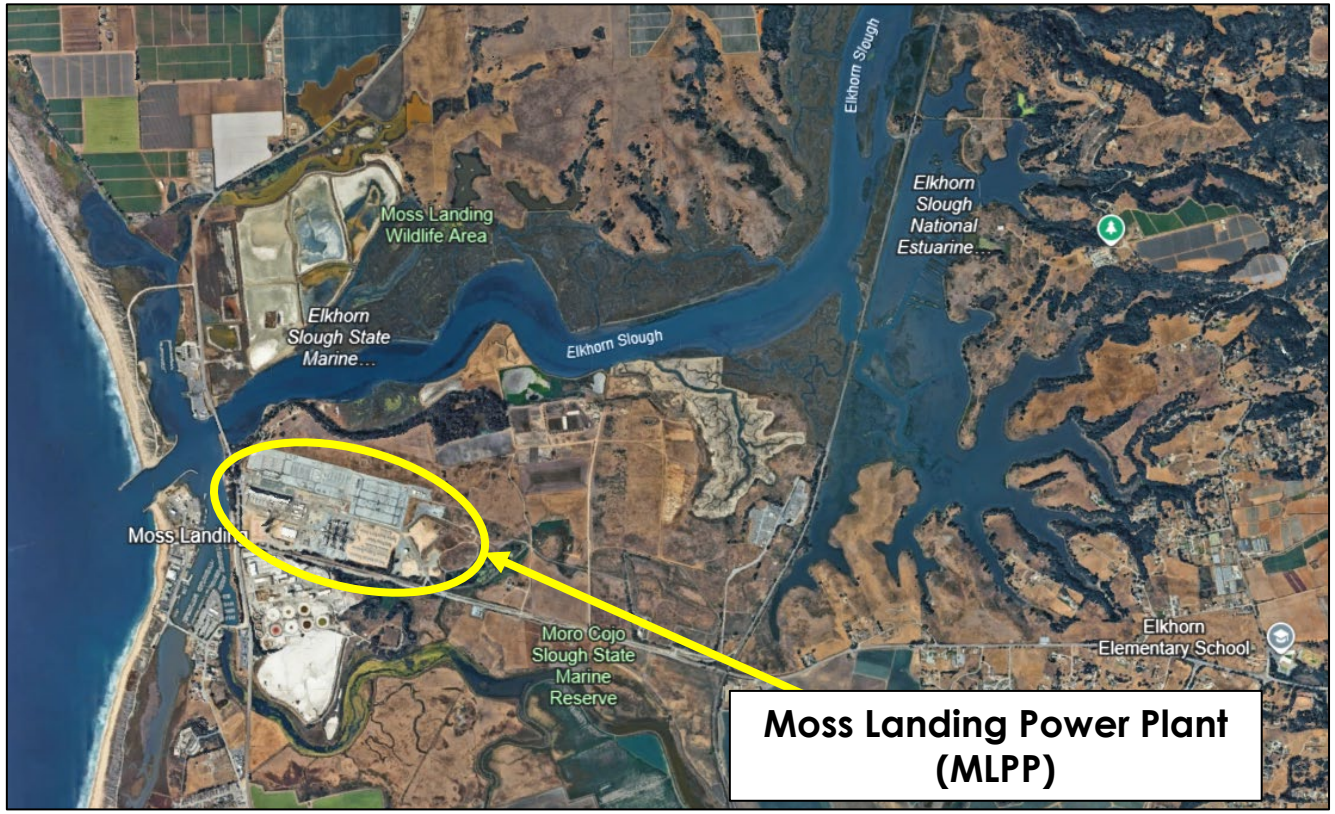
Department of Toxic Substances Control

CalEPA California Environmental Protection Agency

Ecological Risk Assessment

Michael Garland, Ph.D.
Staff Toxicologist
Ecological Risk Assessment Section (ERAS)
Cal/EPA, DTSC

Moss Landing—Elkhorn Slough



Tidal Slough and Estuary

- Dynamic Environment
- Diverse Habitats
- Conservation and Research

What is Ecological Risk Assessment (ERA)?

Ecological risk assessment is a process for evaluating the likelihood of adverse effects to biological communities due to a hazardous [chemical] release.

- **Science-based, stepwise process** that follows federal and state guidance (US EPA, DTSC).
- Assesses potential for **long-term** adverse effects in terrestrial and aquatic environments.
- **Helps inform if site clean-up is needed** and to what extent.

What is the Ecological Risk Assessor's Role?

The Ecological Risk Assessor conducts technical reviews and provides input on biological resource concerns at potential hazardous release sites.

- **Review work plans and reports** prepared by responsible party or their consultants.
- **Ensure federal and state standards are met** for data quality and risk assessment requirements.
- **Help risk managers** make informed decisions regarding clean-up.

Preliminary Endangerment Assessment (PEA) Equivalent Report

The PEA "provides basic information for determining if there has been a release of a hazardous substance that presents a risk to human health or the environment." (DTSC PEA Guidance, 2015).

- Prepared by **Terraphase** on behalf of **Vistra**.
- Included an **Ecological Screening-Level Evaluation** based on:
  - Phase 1 sampling (terrestrial upland habitat).
  - Phase 2 sampling (aquatic marsh habitat).
- Why is it a PEA "**Equivalent**"?
  - Report is tailored to the site-specific investigation process.
  - Still intended to meet regulatory standards.

PEA Equivalent Report is in Draft Status

The PEA Equivalent Report is still under regulatory review.

- **The Report's results and conclusions may change** pending regulatory feedback and revisions.
- **This presentation** provides:
  - Background information leading up to the Report.
  - An overview of the ERA presented in the Report's 1st draft.

Basis for Ecological Risk Assessment

Observations indicating potential impact of battery fire to wildlife or habitat:

Modeled Deposition Plume

IMAAC, Jan. 2025

Insect Population Changes at MAOA

Mosquito Abatement District Observation Area

District Memo, Feb. 2025

Potential Fire Debris at Hester Marsh

CDFW Letter, Feb. 2025

Potential Fire Debris—Hester Marsh (Jan-Feb 2025)

Photo from California Department of Fish and Wildlife (CDFW) Central Region, January 25, 2025.

Hundreds observed by CDFW Staff in January and February 2025.

Unknown origin and composition, estimated 6-inch diameter flakes.

Not observed during follow-up site visits; Presumed by CDFW to be dissolved by rain.

Timeline of Events

January 2025

Present Day

Battery Fire
Jan 16, 2025

Debris found by CDFW in Hester Marsh Jan-Feb, 2025

Insect population changes reported in Mosquito Abatement District Memo Feb, 2025

Phase 1 Sampling, Phase 2 Recon May-June 2025

Phase 2 Sampling Sept, 2025

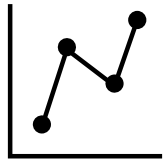
Ecological Screening-Level Evaluation Process

Risk Assessment Parameters

- Chemicals of Interest
- Habitat and Exposure Media
- Screening Levels

Sample Collection

- Environmental Fate and Transport
- Sensitive Habitat



Risk Characterization

- Risk Screening
- Data Interpretation

Chemicals of Interest

Chemical Class	Reason for Selection
• Metals	Battery Constituents
• Polycyclic Aromatic Hydrocarbons (PAHs)	Combustion Products
• Dioxins/Furans	Combustion Products

Line of evidence:
Is there a chemical fingerprint?

Habitat and Exposure Media

Phase 1 Sampling

Phase 2 Sampling

Soil

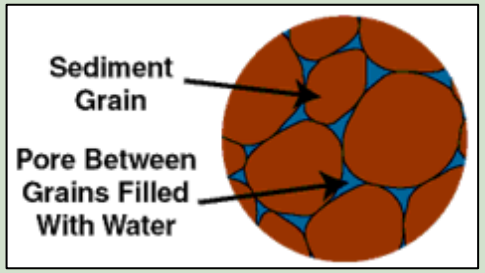
Upland Terrestrial Habitat

Surface Water

Aquatic Habitat

Sediment

Benthic Habitat



Porewater

Supports Sediment Sampling

Porewater image adapted from Environmental Monitoring Excellence, 2012) (https://emexllc.wordpress.com/2012/06/20/sediment-and-porewater-sampling/)

Ecological Screening Level Selection

Hierarchy of Sources	Sample Media	Conservative Exposure Assumptions
Prioritized by quality and availability.	Each sampled medium has its own screening levels.	The most sensitive representative wildlife species is evaluated.

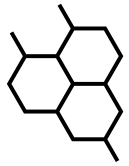
Field Sampling Considerations

Dynamic Habitat

- Tidal action
- Sediment chemistry
- Natural background variation

Weather Impacts

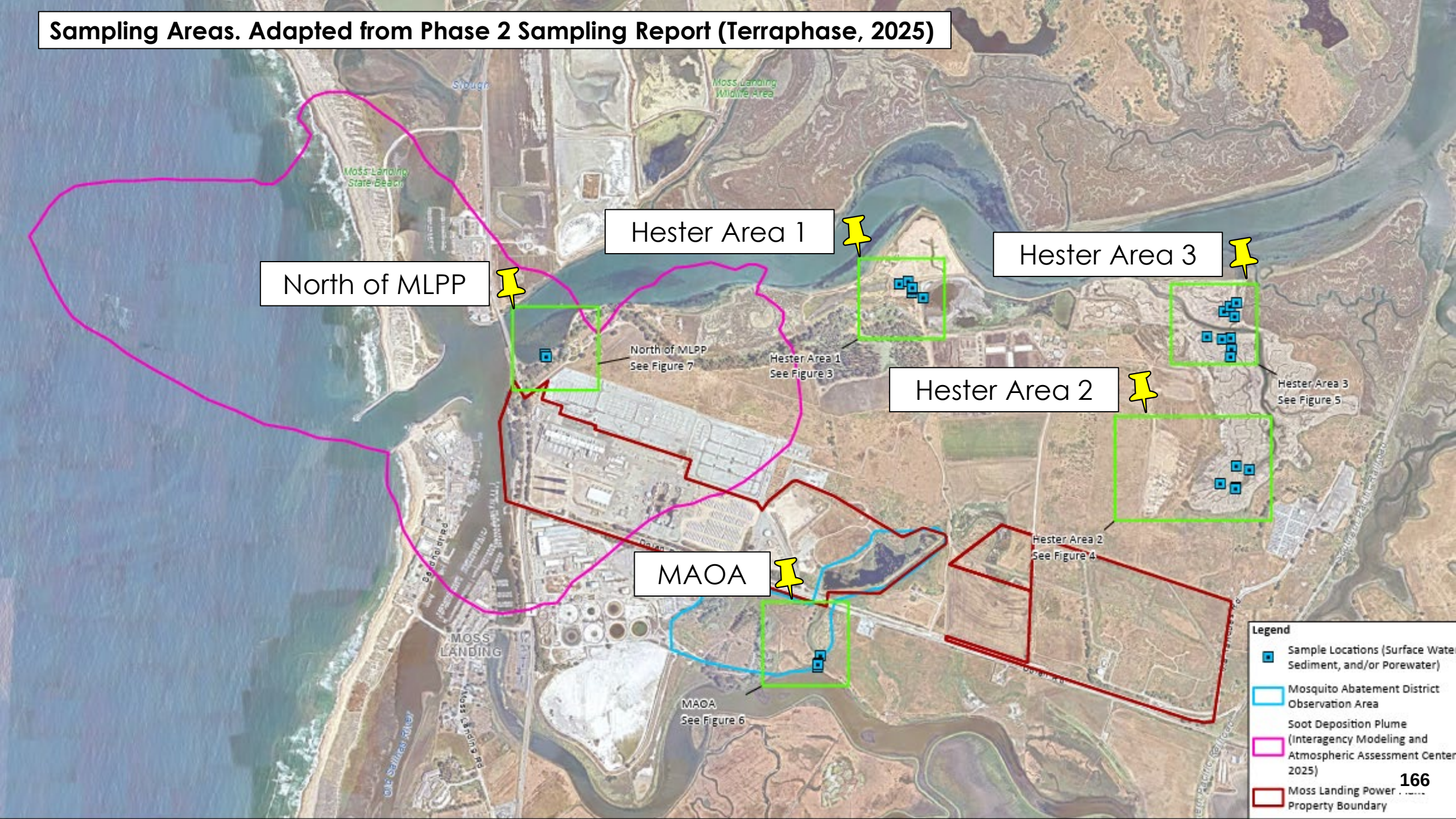
- Debris dissolved or moved by rain
- Stormwater runoff
- Direction of stormwater flow



Chemical Inputs

- Watershed and ocean
- Atmospheric deposition
- Human activities

Sampling Areas. Adapted from Phase 2 Sampling Report (Terraphase, 2025)

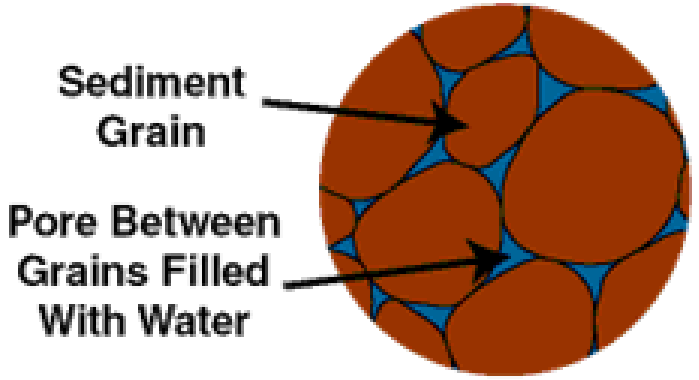


Sample Collection – Sediment and Surface Water

- 4 samples collected at each location, except:
  - North of MLPP: 1 sample.
- Analyzed for metals, PAHS, and dioxins/furans.

Sediment **(left)** and surface water **(right)** sampling from Phase 2 Photolog (Terraphase, 2025).

Sample Collection – Porewater



- One sample collected from each of Hester Areas 1 and 2.
- Analyzed for metals
- Other porewater collections unsuccessful due to low sediment permeability.
- Tried alternative methods and multiple attempts.

Porewater sampling with pump attached to steel probe **(left)** and sediment impeding uptake **(right)** (Terraphase, 2025).

How were the sampling data used?

Highest sample concentration compared to its respective screening level.

If the sample concentration exceeded the screening level:

Indicates potential for ecological risk.

Does not mean potential risk is unacceptable or related to the battery fire.

Further assessment needed.

- Lines of evidence (regional background values).
- Risk refinements.

Screening Evaluation Results

Nickel in MAOA Sediment:

Found at 3x Screening Level.

Line of Evidence:

Concentration is within regional background.

No other chemicals exceeded screening levels in all other evaluated media.

Conclusions of the PEA Equivalent Report (Under Regulatory Review)

- The data do not indicate potentially unacceptable risk to the environment.
- No further ecological risk assessment is needed.

- The Report's results and conclusions may change pending regulatory review.
- The DTSC Ecological Risk Assessment Section's opinion on the conclusion will be rendered upon completion of the review process.

Moss Landing Battery Fire

Update from EMBER to Monterey County Supervisors

17 March 2026

Photo: Mike Takaki, from Packard Ranch

EMBER

Estuary **M**onitoring of **B**attery **E**missions and **R**esidues resulting from the Moss Landing battery fire

https://elkhornslough.org/moss-landing-battery-fire/

Key theme of this talk

To detect ecological impacts of the battery fire, appropriate sampling is essential. This includes:

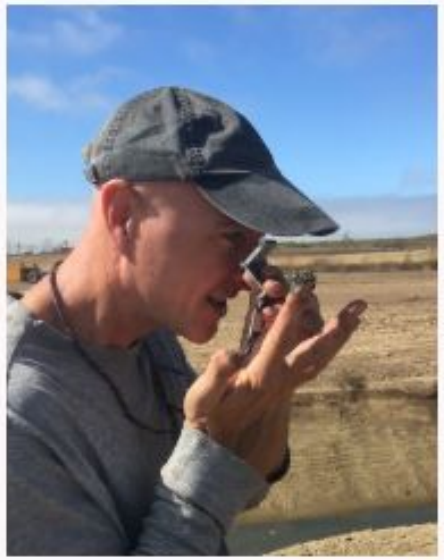
- sampling soil surfaces immediately after the fire to detect ash layer
- sampling with high spatial coverage to detect patchy deposition
- sampling diverse organisms for a long time after the fire to track potential bioaccumulation

EMBER has done this. Others have not.

Sediment and geospatial team

Tracking spatial and temporal distribution of metals before and after the battery fire

Sediment and geospatial team



Ivano Aiello

Professor & Dept Chair
Geological Oceanography
Moss Landing Marine Labs

Charlie Endris

Research Associate,
Moss Landing Marine Labs

Seth Staten

Student Research Assistant,
Moss Landing Marine Labs

First EMBER publication

scientific reports

Check for updates

OPEN

Coastal wetland deposition of cathode metals from the world's largest lithium-ion battery fire

Ivano W. Aiello[1], Charlie Endris[1], Steven Cunningham[1], Monique Fountain[2], Maxime M. Grand[1], Wesley Heim[1], Amanda S. Kahn[1] & Kerstin Wasson[2]

Fires at lithium-ion battery storage facilities pose emerging environmental risks that remain largely undocumented under real-world conditions. Following a major fire at the world's largest Battery Energy Storage System (BESS) in Moss Landing, California, we conducted rapid, high-resolution soil surveys to quantify metal fallout in adjacent estuarine wetlands. Field-portable X-ray fluorescence (FpXRF), validated by SEM/EDS, laboratory XRF, and ICP-MS, revealed a significant but transient surface enrichment of nickel (Ni), manganese (Mn), and cobalt (Co). This enrichment had Ni: Co mass ratios near 2:1 serving as a geochemical fingerprint of NMC-type cathode materials. The metals were confined to a shallow surface layer (< 5 mm). Surface concentrations declined rapidly following precipitation and tidal inundation. The fallout's thin, transient and patchy distribution would have eluded standard coring methods but was detected through spatially intensive FpXRF sampling, highlighting the importance of rapid detection and the mobilization of metals into wetland ecosystems. These findings underscore the need for adaptive environmental monitoring following battery fires and raise critical considerations for ecosystem protection and infrastructure as energy storage systems expand.

Access & Citations

8530
Article Accesses

Not available
Citations

Online attention

23 tweeters
31 news outlets
4 Mendeley
2 blogs
1 Redditors
1 Facebook pages

This article is in the 99th percentile (ranked 1,488th) of the 351,091 tracked articles of a similar age in all journals and the 99th percentile (ranked 25th) of the 4,041 tracked articles of a similar age in *Scientific Reports*

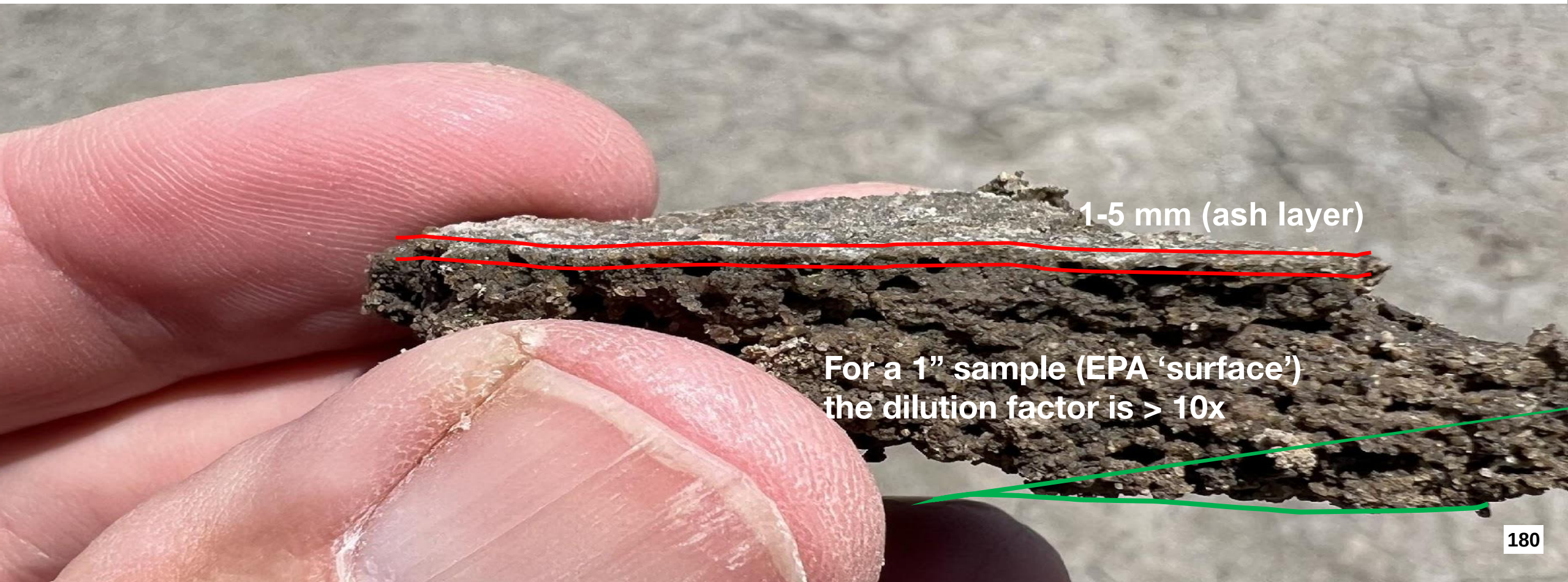
Robust pre- & post- fire comparison

- Metal concentrations measured with field X-ray fluorescence analyzer
- Baseline concentrations established in 2023 at Hester Marsh permanent transects
- Same spots resampled after fire

Fire debris contamination

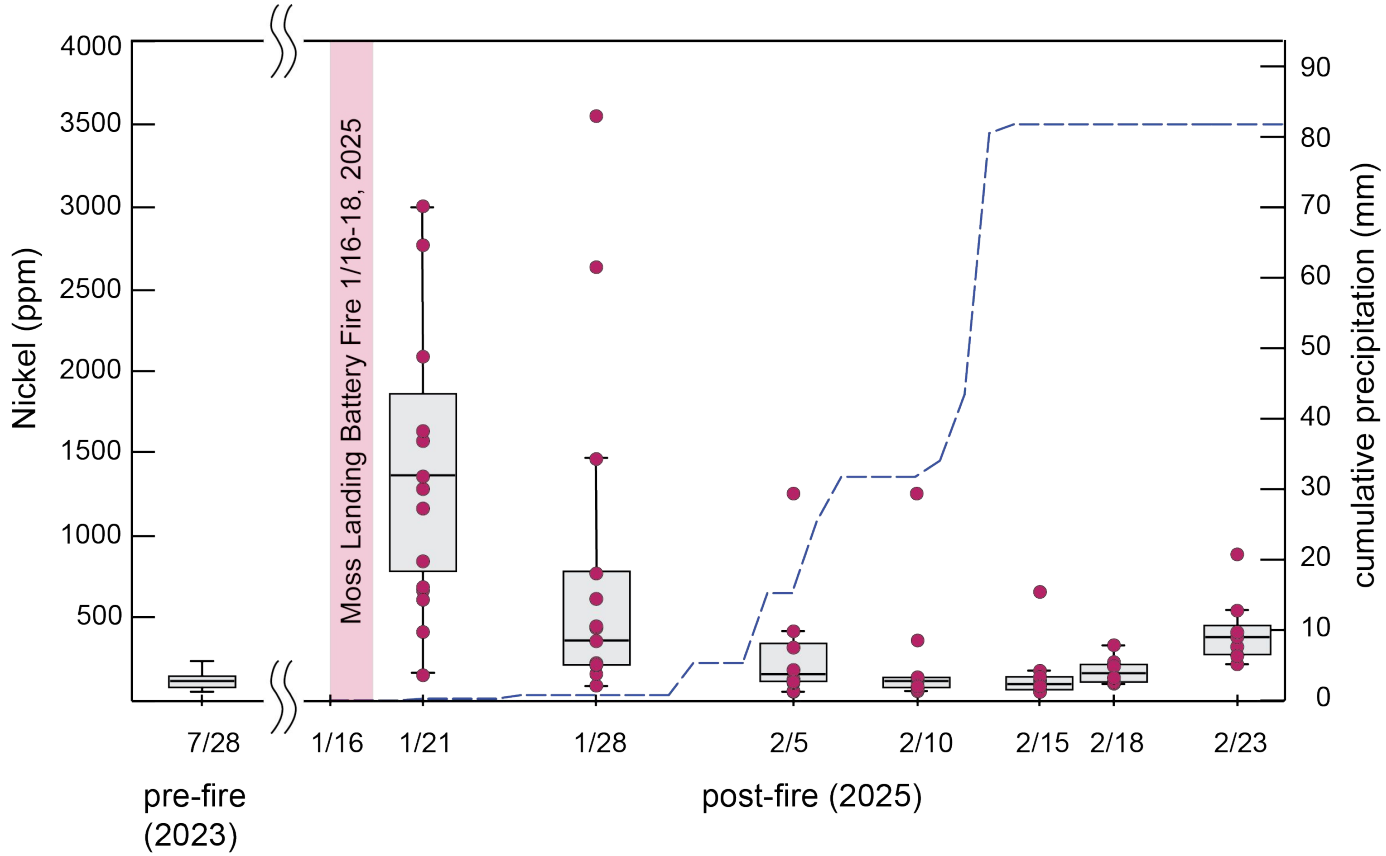
Larger metal debris also detected 1-3 km from fire, consisting of almost pure battery metals; patchy and disappeared rapidly

Ash layer was very thin but concentrated: maximum Nickel concentrations 10x baseline initially, but decreased after rain



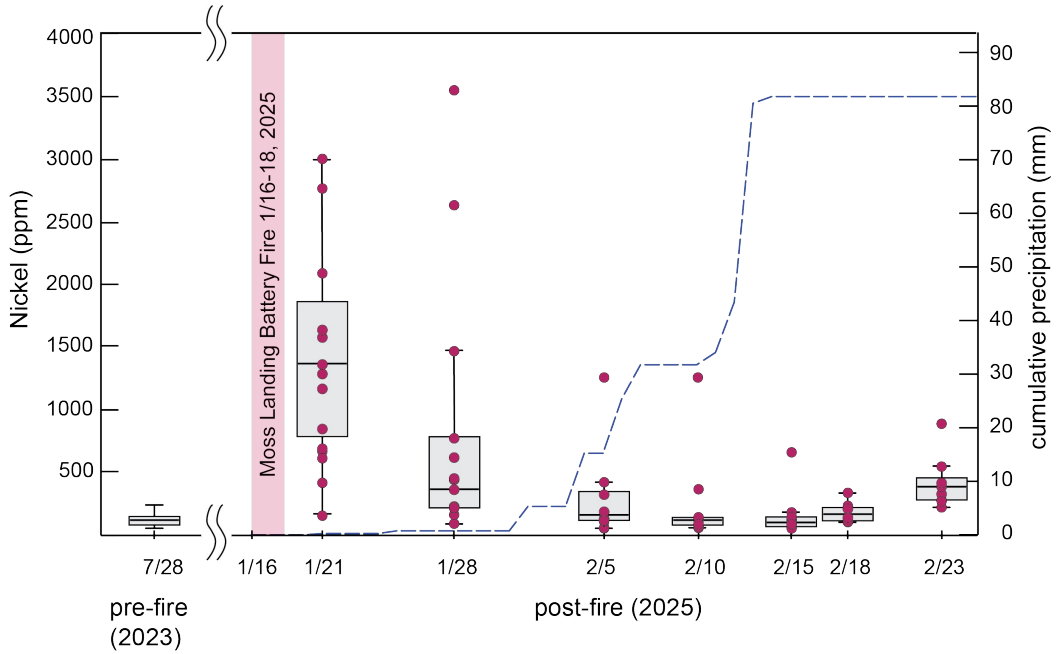
Patchy, short-lived phenomenon

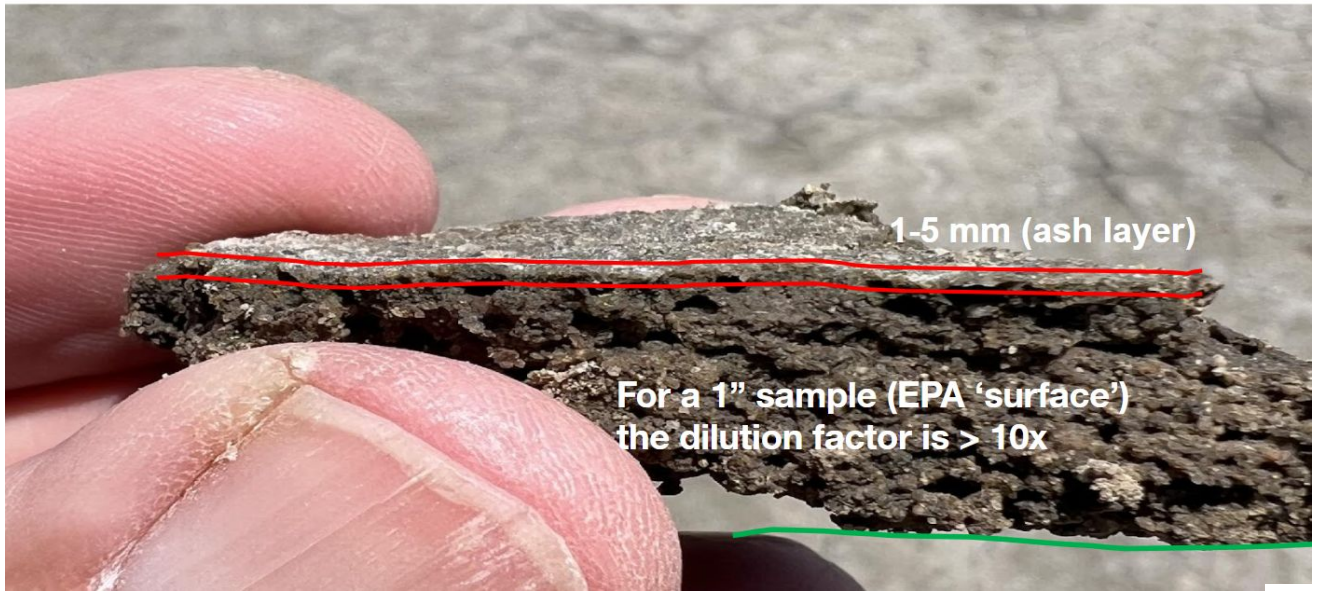
- Time series shows dramatic increase in Nickel in some spots along permanent transects at Hester, but high variance
- Decreased following rains



Patchy, short-lived phenomenon

- Few, deep cores such as those taken by agencies initially were not suited to detecting thin, patchy layer of battery metals on soil surface
- Cores collected 8 months later by Terraphase were taken too late (see letter submitted by EMBER to Nicki Fowler)

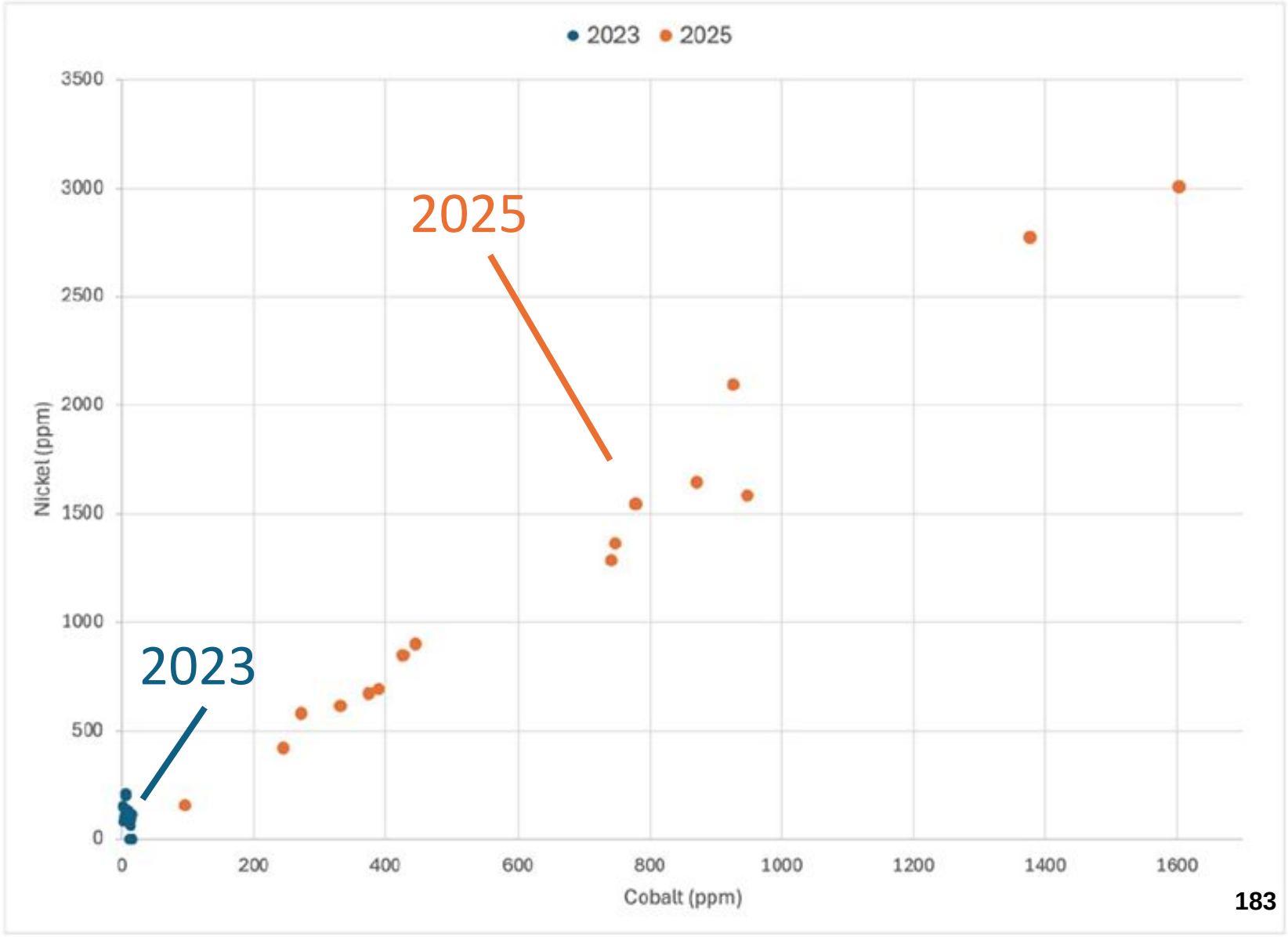




Battery metal signature

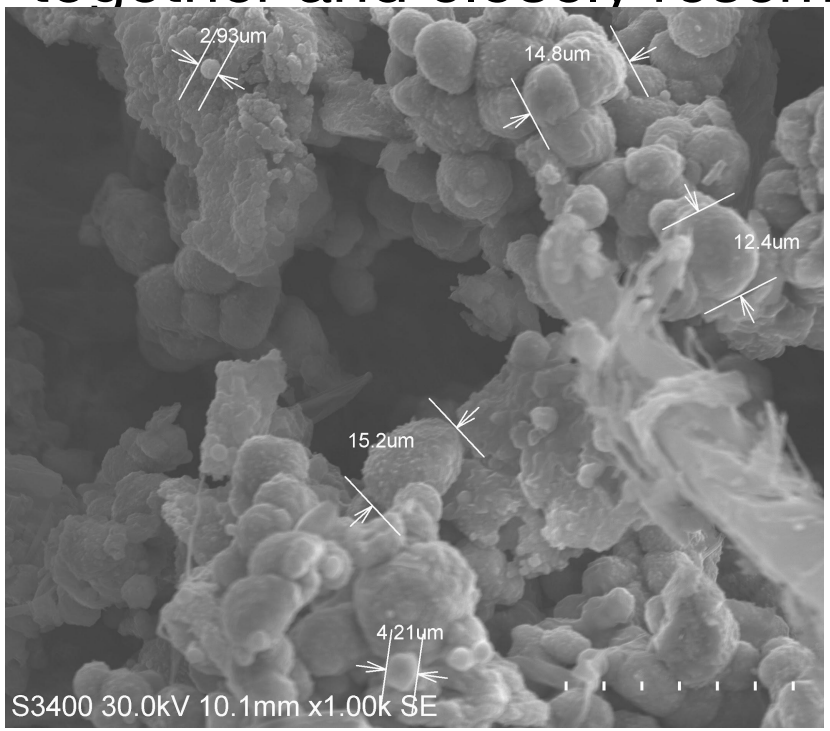
- Ni:Co correlated only after fire, same ratio as batteries
- Peak concentrations dramatically higher in 2025 than 2023

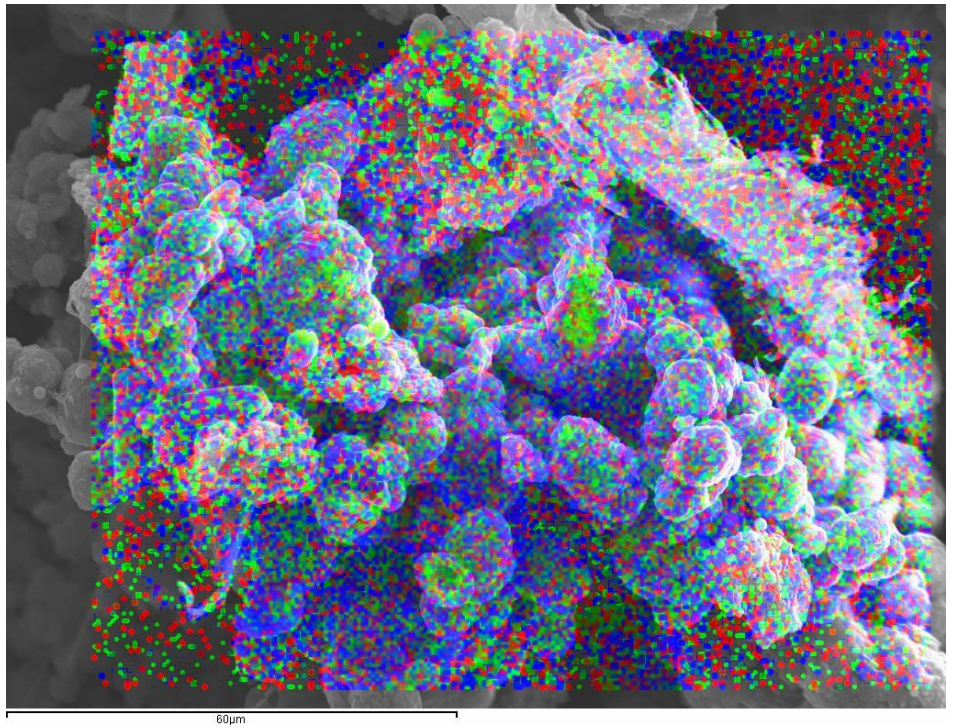
Jan 21, 2025, first sampling



Structure of metals in marsh resembled battery material

Scanning Electron Microscope Energy Dispersive X-ray Spectroscopy: Samples from Hester Marsh reveal Mn, Ni, Co metal microparticles clustered together and closely resembling material used in battery cathodes



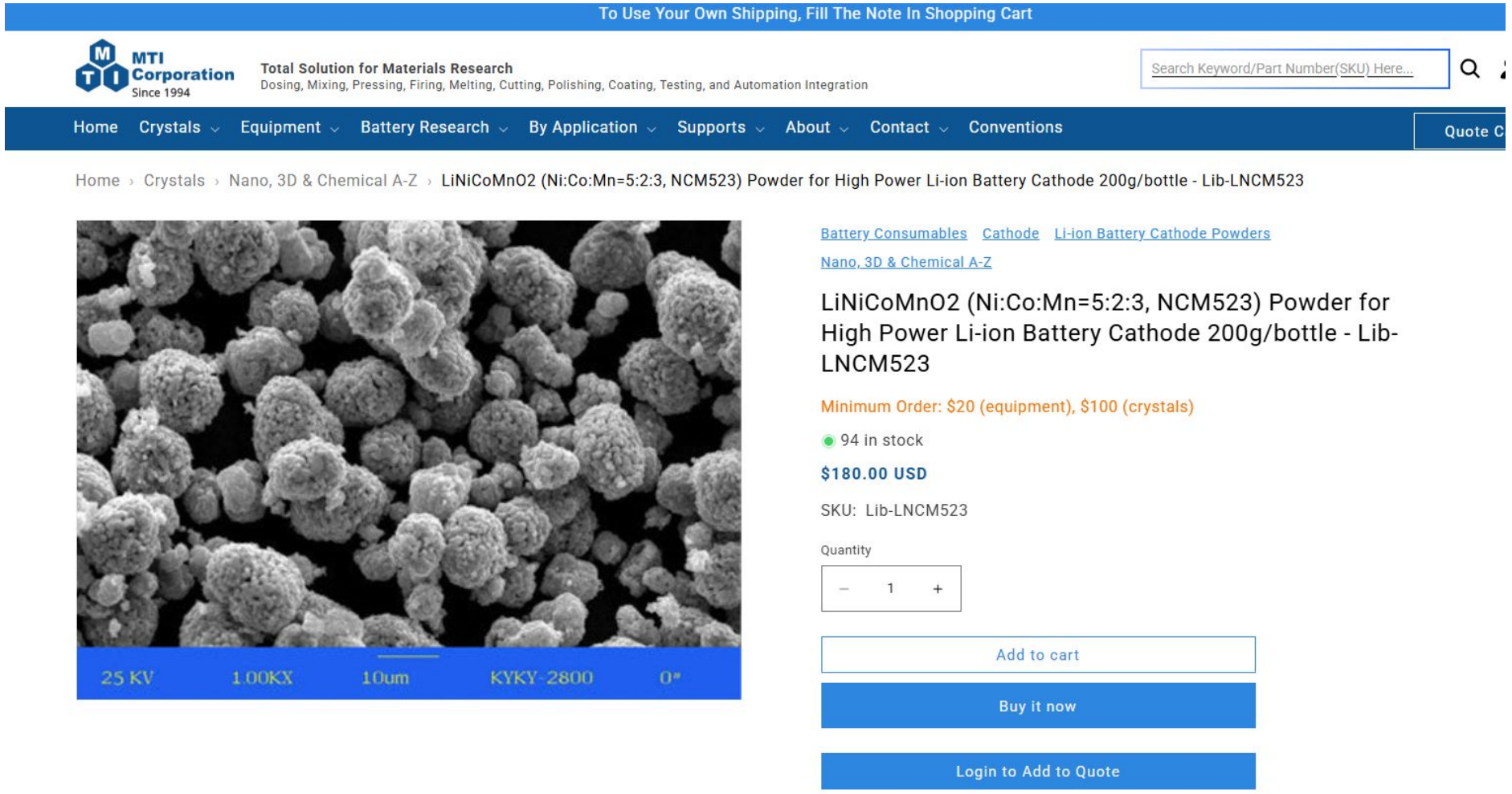


Red: manganese

Green: cobalt

Blue: nickel

Structure of metals in marsh resembled battery material



Geospatial summary

Highly concentrated metals on Elkhorn marshes: thin, patchy fallout layer of Nickel, Cobalt and Manganese deposited on wetlands

Battery source: Proportions of metals and particle morphology match batteries

Rapid redistribution: Rain and tides quickly reduced surface concentrations; the metals from the fallout layer were redistributed in estuarine ecosystem

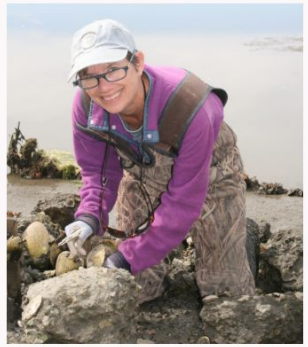
Biota team

Tracking uptake or accumulation of metals related to the battery fire into plants, invertebrates, and fish in Elkhorn Slough

Biota team

Amanda Kahn

Associate Professor, Moss Landing Marine Labs



Kerstin Wasson

Research Coordinator, Elkhorn Slough National Estuarine Research Reserve

Wesley Heim

Director, Marine Pollution Studies Lab, MLML

Autumn Bonnema

Associate Project Director, Marine Pollution Studies Lab, MLML

Natalie Frontella

Research Assistant MLML, CSU Monterey Bay

Jacob Harris

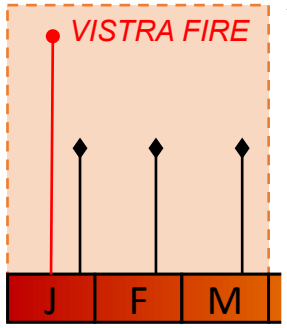
Coastal & Ocean Stewardship Program Manager, Amah Mutsun Land Trust

Amah Mutsun Native Stewards

Target species

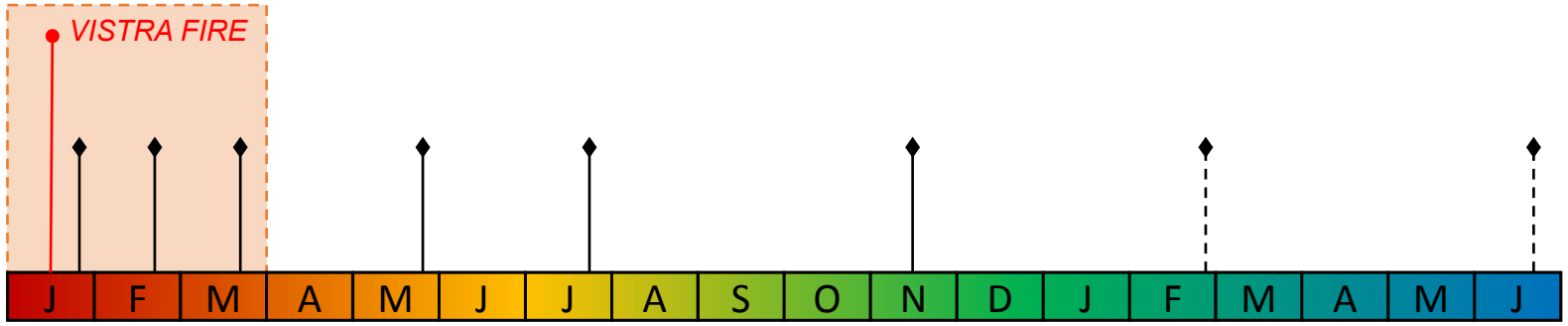
- Plants/algae
- Molluscs
- Crustaceans
- Fish

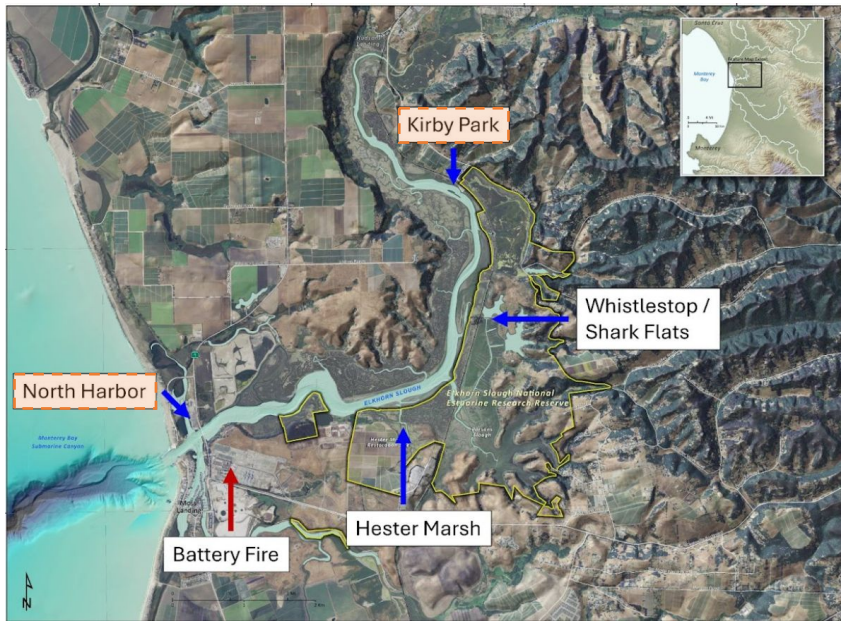
Rapid mobilization after fire



Sampling within week - previously scheduled Tribal-Reserve monitoring pivoted, Moss Landing Marine Laboratories engaged

Field collections continued



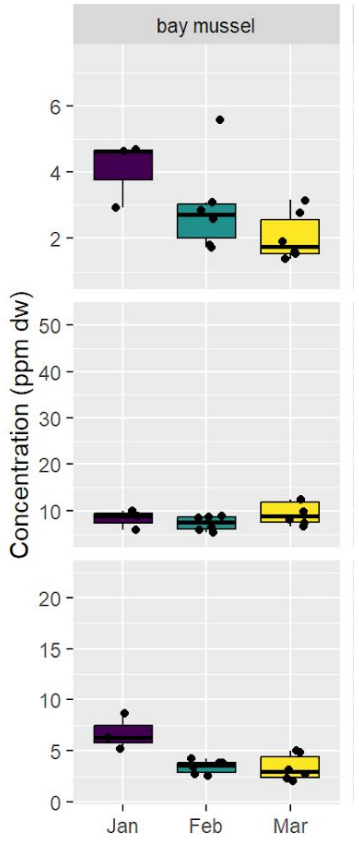


Preliminary results from:

- 2 sites
- 3 months
- 2 taxonomic groups

Results from first months

Bivalves



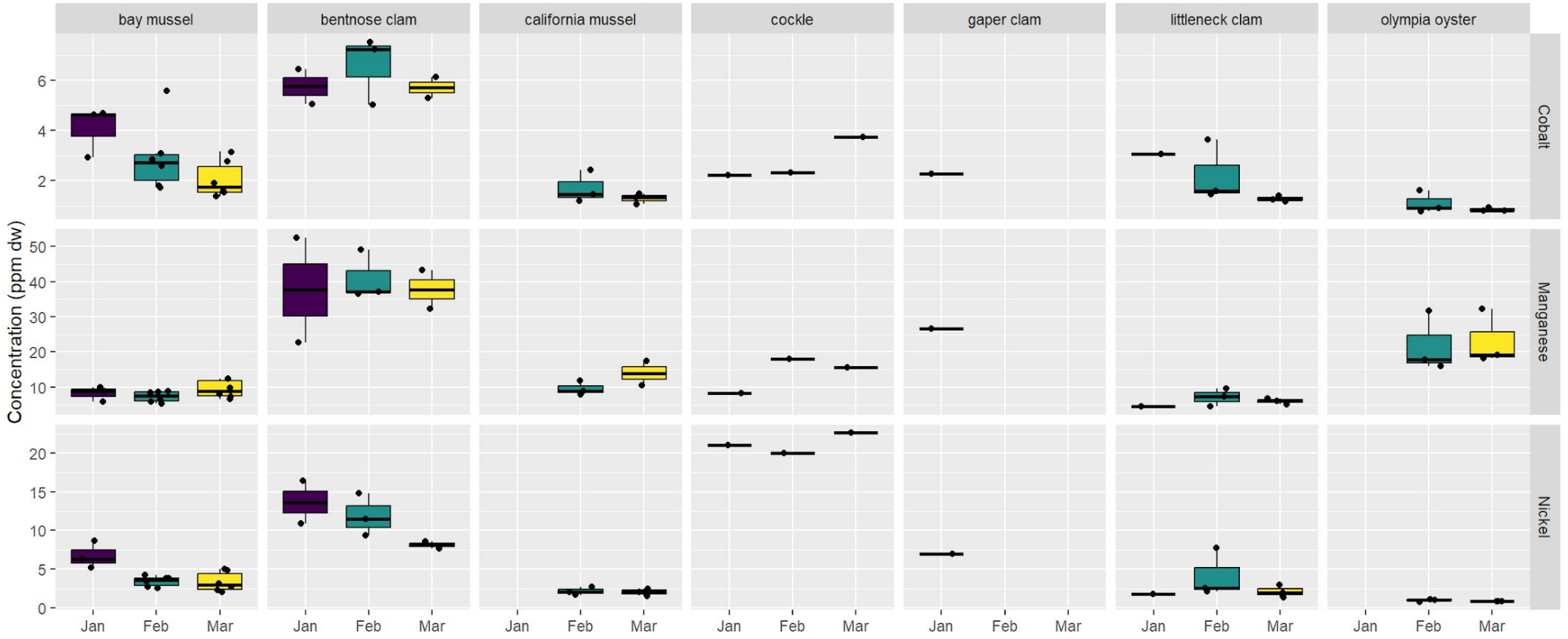
27
Co
58.93

25
Mn
54.94

28
Ni
58.69

Diversity of animals sampled

Bivalves



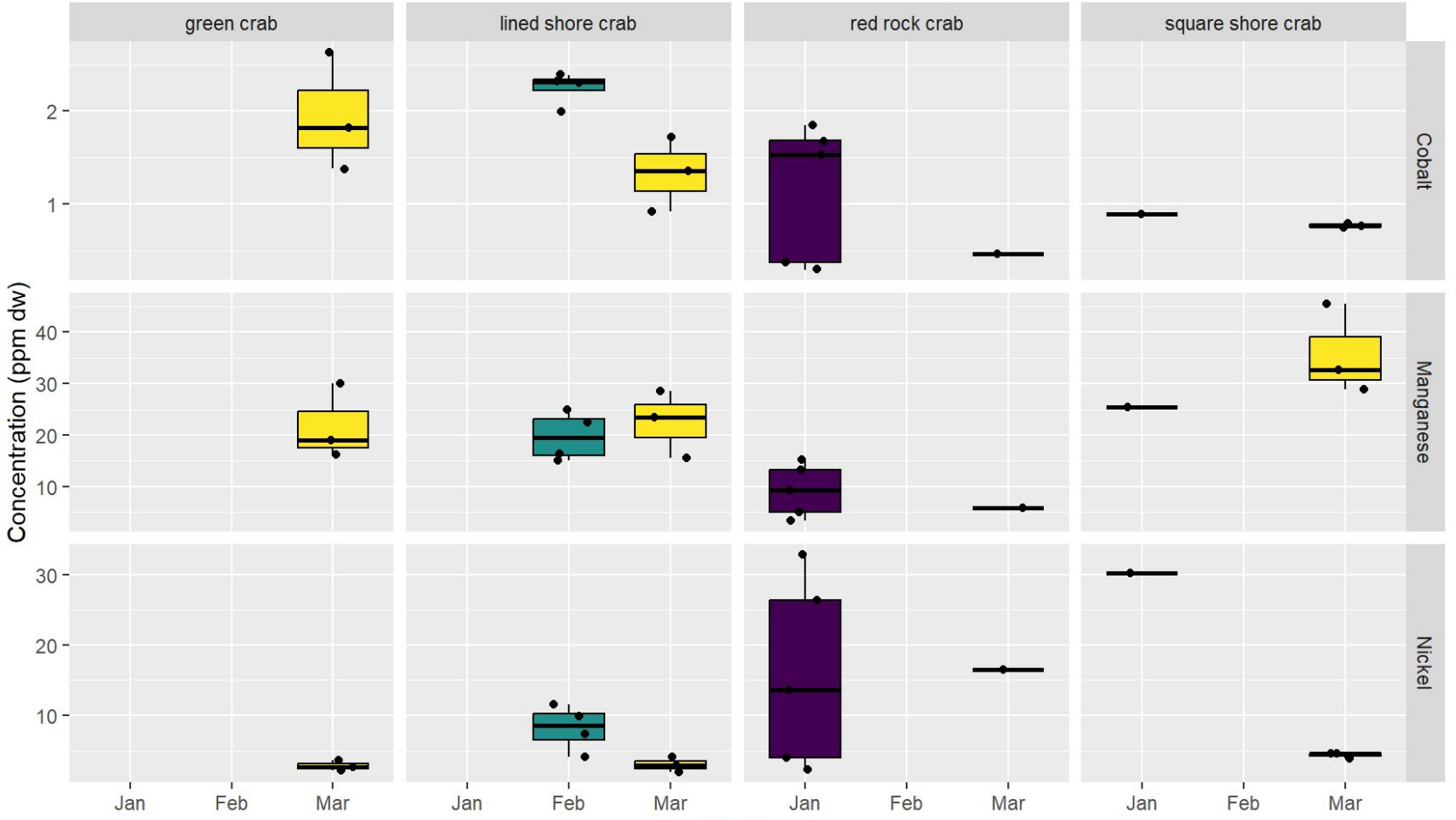
27
Co
58.93

25
Mn
54.94

28
Ni
58.69

Diversity of animals sampled

Crustaceans



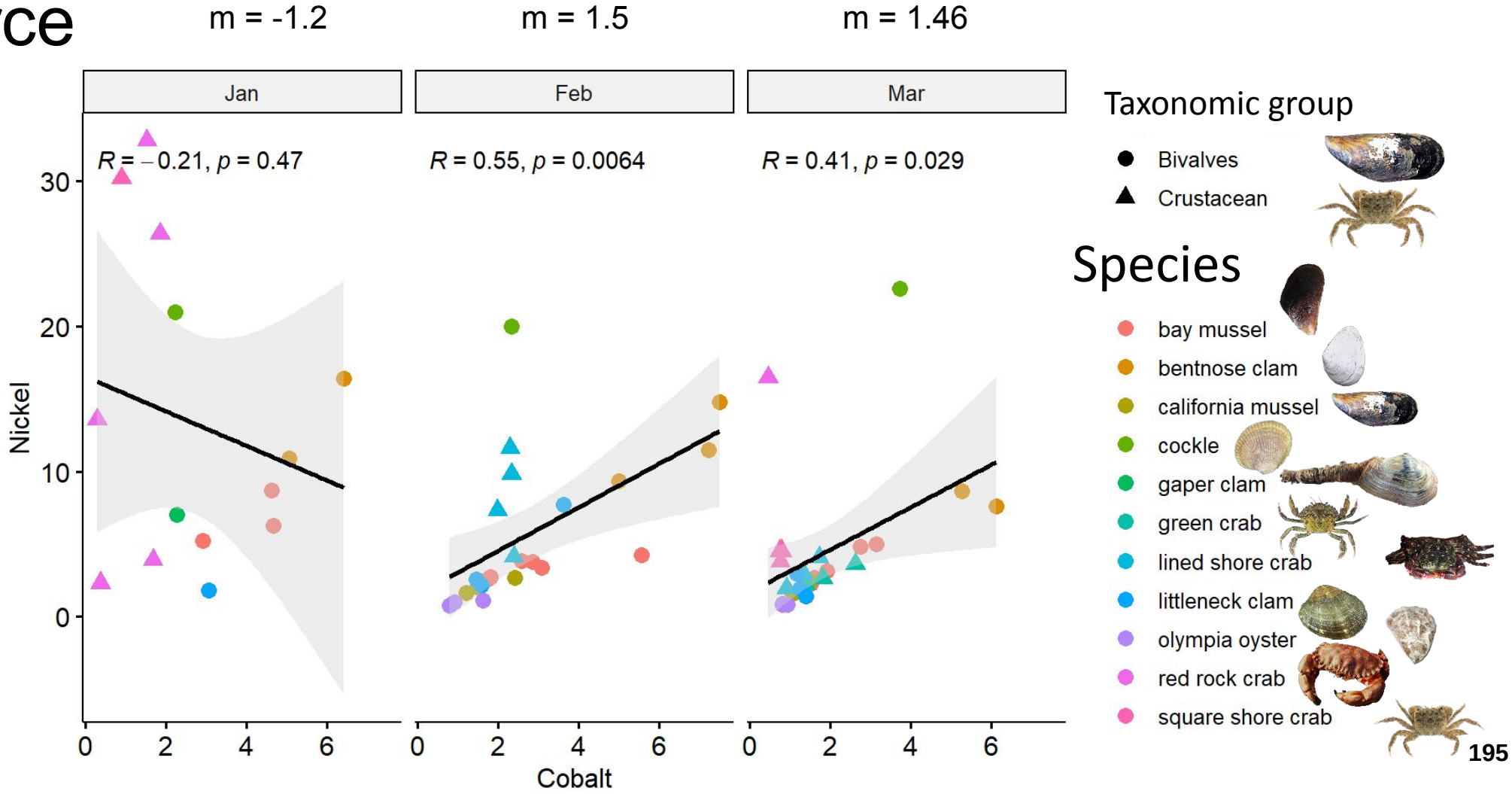
27
Co
58.93

25
Mn
54.94

28
Ni
58.69

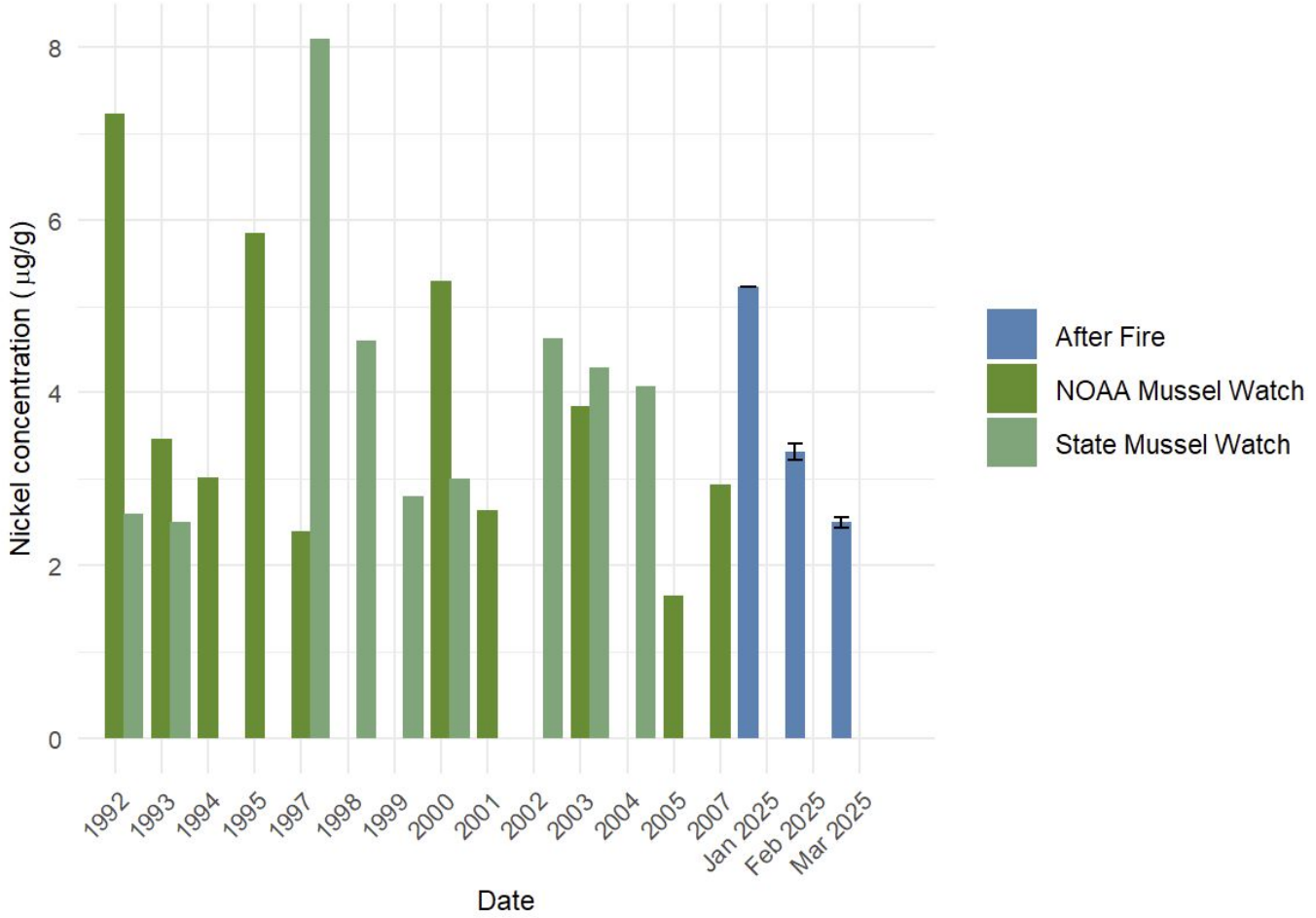
Nickel-Cobalt relationship

Highly correlated in Feb-Mar, consistent with a common, shared source



Temporal context

Metal concentrations in mussels after fire are within range of what has been measured from Elkhorn Slough in the past



Biota summary

Results from the first 3 months after the fire show correlated nickel and cobalt concentrations in Elkhorn Slough animals, which may suggest a battery metal source.

Metal concentrations in mussels are within range with what has been measured from Elkhorn Slough in the past.

No conclusions about ecological impacts of the battery fire should be drawn yet from these initial data. Bioaccumulation can be a slow process and we must analyze data from many species, sites and dates to understand potential impacts.

Key takeaways overall

Battery metals were deposited in adjacent wetlands as a **thin, pachy, concentrated layer**, that dispersed within weeks. Thus sampling with deep cores, and/or little spatial coverage, and/or in later months, cannot detect the contamination that occurred.

Bioaccumulation can occur slowly and unevenly across sites and species, so until many dates, sites and species have been analyzed for metals, conclusions cannot be drawn. So claims of absence of ecological impacts (e.g. Terraphase 12/2025) are premature at best and misleading at worst.

EMBER

Estuary **M**onitoring of **B**attery **E**missions and **R**esidues resulting from the Moss Landing battery fire

https://elkhornslough.org/moss-landing-battery-fire/

Elkhorn Slough National Estuarine Research Reserve

Slide 3

Partially complete installation, again shows no firestop intervening wall on the third floor.

720-feet-long storage floor →

PUC Incident report page F-19 - Sept 4, 2021

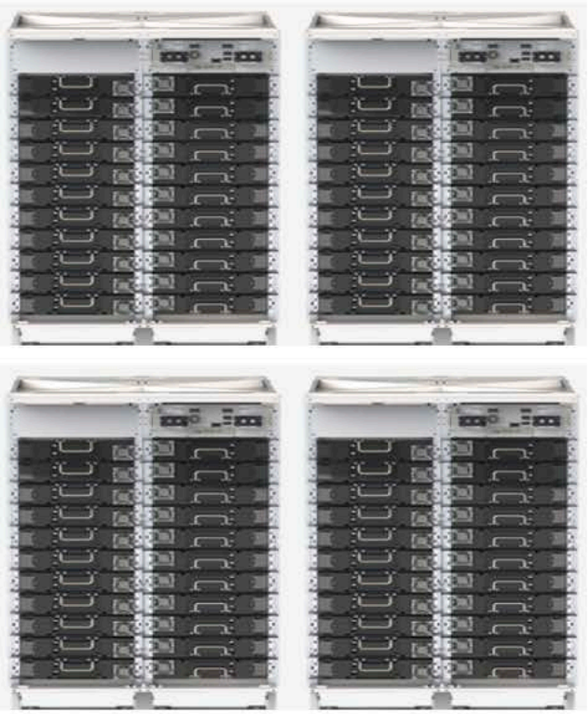
LG Energy's Press Release 17 June 2021

Vistra positioned
62 zero-separation storage Islands

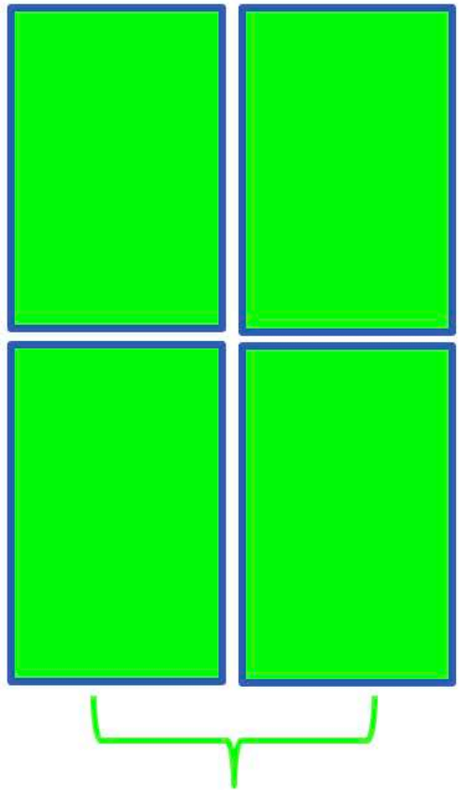
↓

Shoulder-to-Shoulder
and

Double-Stacked
TR1300 module racks
Front View



Double-Backed
Top View



Narrow 3 ft 8 in Aisle Spacing

» 2020 Phase I
2021 Phase II
2023 Phase III
Moss Landing, CA

Vistra Morro Bay Community Meeting
March & April 2024

3 ft 8 in Indoor Aisle width
Between 62 11.52 foot high Island Units

PUC Smoke & Suppression Incident
report page F-19 Sept 4, 2021
& TR1300 rack dimensions chart

Pickup reveals 8 ft Aisle width between
single-stack10-foot-high Row-Units

Slide 11

April 2021 drone image provided by Pacific Gas and Electric Company
shows Tesla single-stack Megapack system in Moss Landing, CA.,

Why is Vistra's indoor storage-Island aisle spacing **twice as narrow** as Tesla's outdoor aisle spacing and

4 times as dense with double-stacking & double-backing?

17 County and City-level Fixes proposed for insertion into future project permitting Health & Safety Ordinances.

Fix #1 Only allow outdoor grid-level BESS Storage. Do not allow, multi-floor indoor grid-level BESS Storage.

Fix #2 County safety inspectors, must conduct a 4-part Fire Safety Inspection sequence by a County-selected 3rd party or by trained local fire department personnel before approval is given for the operator to begin energy storage.
Step-1 Assess the to-be-built blueprints of the County's approved storage layout
Step-2 Assess the as-built indoor storage layout blueprint, showing changes from the original approved design layout
Step-3 Assess the built energy storage layout's first 10% of installed row units, and any double or higher racking, and any back-to-back rack positioning
Step-4 read and understand any CPUC safety inspection findings.

Fix #3 The BESS operator must inform and coordinate with the county permitting body, as well as fire and emergency response agencies on how to handle/respond to the worst-case uncontrollable thermal runaway fire scenario. (At the Moss Landing BESS site, the contractor provided a worst-case scenario involving a single rack and lesss than a one-day burn.)

Fix #4 The BESS operator must conduct an environmental impact report (EIR) and then inform and coordinate with the county permitting body and health department about the risks to the public and sensitive environmental sites for the worst-case uncontrollable thermal runaway fire scenario.

Fix #5 The outer edge of the BESS property must be set back at least a half-mile from the following local sensitive receptor sites: hospitals, care centers, schools, residential developments, and environmental preserves or sanctuaries.

Fix #6 The BESS operator must use an energy storage battery or mechanism safer than NMC lithium-ion batteries. Several such technologies are now being installed at industrial scale.

Fix #7 The BESS operator cannot install or operate zero-separation islands with shoulder-to-shoulder, double-stacked, and double-backed racks.

Introduced: 3/4/2026
Version: 1

Current Status: Scheduled PM
Matter Type: General Agenda Item

a. Receive an update from the County Departments of Health, Social Services, and Natividad on the County's outreach, education, marketing, and Medi-Cal application assistance efforts to mitigate impacts from State and Federal policy changes on Medi-Cal; and
b. Provide direction to staff on future strategies to be implemented, as appropriate.

RECOMMENDATION:
It is recommended that the County of Monterey Board of Supervisors:
a. Receive an update from the County Departments of Health, Social Services, and Natividad on the County's outreach, education, marketing, and Medi-Cal application assistance efforts to mitigate impacts from State and Federal policy changes on Medi-Cal; and
b. Provide direction to staff on future strategies to be implemented, as appropriate.

SUMMARY
On September 30, 2025, the Board of Supervisors received an update from County staff on recent State and Federal policy changes to Medi-Cal that impact Monterey County residents. Following this update, the Board provided preliminary direction and authorized up to $250,000 to develop and implement an outreach and media strategy to help residents apply for Medi-Cal, with a focus on supporting residents with Unsatisfactory Immigration Status enrollment before December 31, 2025. These funds supported a coordinated effort led by the Health Department in partnership with our Department of Social Services, Natividad Hospital, various community-based organizations, and media partners to inform residents about upcoming changes to Medi-Cal and support them in accessing care. The goal was to focus on Monterey County residents-particularly those facing barriers to accessing health care services-to help them enroll in Medi-Cal before major changes take place to the Medi-Cal program.

DISCUSSION:
On October 14, 2025, the Board of Supervisors received a second presentation outlining the proposed areas of work and budget for the $250,000 allocation. At that time, the Board formally authorized the funding for the Health Department, which has served as the lead for the County of Monterey and executed County standard agreements with eligible organizations. Following this
approval, the Health Department entered into a formal MOU with the Department of Social Services to engage a local media firm, TMD, to support implementation of the media strategy. In addition, Natividad provided in-kind support by contributing input on marketing materials, allowing Medi-Cal outreach messaging to be placed on billboards already under contract with Natividad, and supporting the dissemination of outreach materials through its outreach staff. Additionally, a formal County agreement was executed with the Community Foundation for Monterey County, which has regranted funds to eight local Community Based Organizations

(CBOs) to support community outreach and education, as well as the training of local Community Health Workers (CHWs) and other organizational staff involved in this effort. As previously proposed, the County's approach focused on three main areas of work: training, outreach and engagement, and media strategies. The following provides a summary of activities and a budget allocation for each area of work.

Areas of Work

- Training: Trained Community Health Workers and other staff on recent State and Federal Medi-Cal policy changes and on how to complete the Medi-Cal application.
- Community Outreach and Education: Providing outreach and education to support residents with Medi-Cal application assistance, with a priority focus on residents with "Unsatisfactory Immigration Status."
- Media Strategy: Developing and disseminating key bilingual messages to clarify State and Federal policy changes and promote resources to access application assistance support efforts.

Final Budget/Expenditures

- Training: $12,342
- Community Outreach and Engagement/Administration Fee: $164,500 (will fully expend budgeted amount of $177,658)
- Media Strategy: $60,000

Our efforts were implemented across the three main areas: training, outreach and engagement, and media strategies. These activities balanced immediate outreach and education needs with longer-term capacity building to ensure residents were supported throughout the Medi-Cal enrollment process and could maintain ongoing access to care.

Although the bulk of our effort was implemented in the last few months of the calendar year, we saw a significant impact. Most notably, we saw Medi-Cal applications increase by 13% in November and *20% in December* compared to the same months the prior year. We also saw Customer Service visits increase by 3% in November and then almost 19% in December compared to the prior year. The most significant change was in Medi-Cal applications, where we saw the downward trend in application submissions reverse and begin to trend upward, suggesting our outreach efforts were having an effect on residents either delaying or who were not going to apply for Medi-Cal.

Additionally, funded partners have reported continuing to support residents with ongoing application assistance, as many were able to initially apply for Medi-Cal through BenefitsCal, but now need support with collecting and uploading documentation to ensure they comply with all DSS documentation requirements for the final state application, which is still pending for many individuals.

There is $13,158 in unspent funds that have been carried forward into calendar year 2026 which will be used to continue supporting this effort, particularly as additional policy changes-such as work requirements and renewal processes-take effect. However, without additional investment,

the partnering CBOs will not have the resources to continue to support residents with applications for Medi-Cal, CalFresh, and other benefits. Ongoing efforts are limited to mainly the following efforts performed by County staff. Natividad will continue with their outreach efforts and supporting uninsured patients entering their facility with the application process. Health Department, through their CORE team comprised of four permanent and two temporary CHW staff and a Chronic Disease Prevention Specialist, will continue to support individual residents with application processes. Department of Social Services' MC-CHOICE program will also continue to support individual residents and community partners with application assistance as well. However, while these efforts are critical, reach will be limited due to resource constraints. Leveraging the partnerships we've begun through this effort will be the most effective way to reach a larger proportion of our community- especially those most vulnerable to disproportionate health disparities and barrier to care.

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

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

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

OTHER AGENCY INVOLVEMENT:
Natividad and the Department of Social Services were involved in the development and implementation of the plan and selection of community-based organizations and other agencies to support the implementation of strategies.

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

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This project advances Strategic Goal A: Well-Being and Quality of Life by increasing access to affordable health coverage and healthcare services for Monterey County residents, particularly

those in communities disproportionately impacted by health disparities.

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

_X_ Well-Being and Quality of Life (Implement a meaningful community engagement program to raise awareness and connect more individuals to services.)
____ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities
____ Diverse and Thriving Economy
____ Administrative

Prepared by: Vicente Lara, Public Health Program Manager II, 755-4390
Reviewed by: Miriam Mendoza, Assistant Director of Health Services, 755-4622
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526
Dr. Chad Harris, CEO, Natividad, 783-2551
Roderick Franks, Director of Social Services, 755-4435

Attachments:
Board Report
Presentation

Introduced: 3/4/2026
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

a. Receive an update from the County Departments of Health, Social Services, and Natividad on the County's outreach, education, marketing, and Medi-Cal application assistance efforts to mitigate impacts from State and Federal policy changes on Medi-Cal; and
b. Provide direction to staff on future strategies to be implemented, as appropriate.

RECOMMENDATION:

It is recommended that the County of Monterey Board of Supervisors:
a. Receive an update from the County Departments of Health, Social Services, and Natividad on the County's outreach, education, marketing, and Medi-Cal application assistance efforts to mitigate impacts from State and Federal policy changes on Medi-Cal; and
b. Provide direction to staff on future strategies to be implemented, as appropriate.

SUMMARY

On September 30, 2025, the Board of Supervisors received an update from County staff on recent State and Federal policy changes to Medi-Cal that impact Monterey County residents. Following this update, the Board provided preliminary direction and authorized up to $250,000 to develop and implement an outreach and media strategy to help residents apply for Medi-Cal, with a focus on supporting residents with Unsatisfactory Immigration Status enrollment before December 31, 2025. These funds supported a coordinated effort led by the Health Department in partnership with our Department of Social Services, Natividad Hospital, various community-based organizations, and media partners to inform residents about upcoming changes to Medi-Cal and support them in accessing care. The goal was to focus on Monterey County residents-particularly those facing barriers to accessing health care services-to help them enroll in Medi-Cal before major changes take place to the Medi-Cal program.

DISCUSSION:

On October 14, 2025, the Board of Supervisors received a second presentation outlining the proposed areas of work and budget for the $250,000 allocation. At that time, the Board formally authorized the funding for the Health Department, which has served as the lead for the County of Monterey and executed County standard agreements with eligible organizations. Following this approval, the Health Department entered into a formal MOU with the Department of Social Services to engage a local media firm, TMD, to support implementation of the media strategy. In addition, Natividad provided in-kind support by contributing input on marketing materials, allowing Medi-Cal outreach messaging to be placed on billboards already under contract with Natividad, and supporting the dissemination of outreach materials through its outreach staff.

Additionally, a formal County agreement was executed with the Community Foundation for Monterey County, which has regranted funds to eight local Community Based Organizations (CBOs) to support community outreach and education, as well as the training of local Community Health Workers (CHWs) and other organizational staff involved in this effort.
As previously proposed, the County's approach focused on three main areas of work: training, outreach and engagement, and media strategies. The following provides a summary of activities and a budget allocation for each area of work.

Areas of Work

- Training: Trained Community Health Workers and other staff on recent State and Federal Medi-Cal policy changes and on how to complete the Medi-Cal application.
- Community Outreach and Education: Providing outreach and education to support residents with Medi-Cal application assistance, with a priority focus on residents with "Unsatisfactory Immigration Status."
- Media Strategy: Developing and disseminating key bilingual messages to clarify State and Federal policy changes and promote resources to access application assistance support efforts.

Final Budget/Expenditures

- Training: $12,342
- Community Outreach and Engagement/Administration Fee: $164,500 (will fully expend budgeted amount of $177,658)
- Media Strategy: $60,000

Our efforts were implemented across the three main areas: training, outreach and engagement, and media strategies. These activities balanced immediate outreach and education needs with longer-term capacity building to ensure residents were supported throughout the Medi-Cal enrollment process and could maintain ongoing access to care.

Although the bulk of our effort was implemented in the last few months of the calendar year, we saw a significant impact. Most notably, we saw Medi-Cal applications increase by 13% in November and *20% in December* compared to the same months the prior year. We also saw Customer Service visits increase by 3% in November and then almost 19% in December compared to the prior year. The most significant change was in Medi-Cal applications, where we saw the downward trend in application submissions reverse and begin to trend upward, suggesting our outreach efforts were having an effect on residents either delaying or who were not going to apply for Medi-Cal.

Additionally, funded partners have reported continuing to support residents with ongoing application assistance, as many were able to initially apply for Medi-Cal through BenefitsCal, but now need support with collecting and uploading documentation to ensure they comply with all DSS documentation requirements for the final state application, which is still pending for many individuals.

There is $13,158 in unspent funds that have been carried forward into calendar year 2026 which will be used to continue supporting this effort, particularly as additional policy changes-such as work requirements and renewal processes-take effect. However, without additional investment, the partnering CBOs will not have the resources to continue to support residents with applications for Medi-Cal, CalFresh, and other benefits. Ongoing efforts are limited to mainly the following efforts performed by County staff. Natividad will continue with their outreach efforts and supporting uninsured patients entering their facility with the application process. Health Department, through their CORE team comprised of four permanent and two temporary CHW staff and a Chronic Disease Prevention Specialist, will continue to support individual residents with application processes. Department of Social Services' MC-CHOICE program will also continue to support individual residents and community partners with application assistance as well. However, while these efforts are critical, reach will be limited due to resource constraints. Leveraging the partnerships we've begun through this effort will be the most effective way to reach a larger proportion of our community- especially those most vulnerable to disproportionate health disparities and barrier to care.

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

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

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

OTHER AGENCY INVOLVEMENT:
Natividad and the Department of Social Services were involved in the development and implementation of the plan and selection of community-based organizations and other agencies to support the implementation of strategies.

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

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This project advances Strategic Goal A: Well-Being and Quality of Life by increasing access to affordable health coverage and healthcare services for Monterey County residents, particularly those in communities disproportionately impacted by health disparities.

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

_X_ Well-Being and Quality of Life (Implement a meaningful community engagement program to raise awareness and connect more individuals to services.)
____ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities
____ Diverse and Thriving Economy
____ Administrative

Prepared by: Vicente Lara, Public Health Program Manager II, 755-4390
Reviewed by: Miriam Mendoza, Assistant Director of Health Services, 755-4622
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526
Dr. Chad Harris, CEO, Natividad, 783-2551
Roderick Franks, Director of Social Services, 755-4435

Attachments:
Board Report
Presentation

MEDI-CAL
OUTREACH AND EDUCATION
PROGRESS UPDATES

OCTOBER 2025 – FEBRUARY 2026

Board of Supervisor Meeting
March 17, 2026

COUNTY OF MONTEREY
DEPARTMENT OF SOCIAL SERVICES
Working Together for Our Community

Natividad®
Inspiring healthy lives

COUNTY OF MONTEREY
HEALTH DEPARTMENT
Nationally Accredited for Providing Quality Health Services

Overall Goal

Goal: Increase awareness of Medi-Cal changes taking effect January 1, 2026, and support Medi-Cal enrollment before the end of the year by aligning outreach, media, and training efforts—with a focus on reaching residents with “unsatisfactory immigration status” (UIS) and tracking outcomes to inform next steps.

We approached this effort through three core strategies:

- Training and Support
- Community Outreach and Education
- Media Strategy

Overview of Investment

Training & Support: Facilitated two trainings on recent State and Federal Medi-Cal policy changes and how to complete the Medi-Cal application. A total of 53 participants attended the first training and 37 attended the second.
Budget: $12,500

Community Outreach and Education: Through a contract with CFMC, funded eight (8) CBOs to provide direct community outreach, education, and Medi-Cal application assistance to residents, with a priority focus on individuals with UIS.
Budget: $177,500

Media Strategy: Developed and disseminated bilingual messages to inform residents about upcoming State and Federal policy changes while promoting resources to access application assistance support.
Budget: $60,000

Key Partners

Funded CBOs Partners

- Community Foundation for Monterey County (CFMC)
- Center for Community Advocacy
- Ventures
- Catholic Charities Diocese of Monterey
- Action Council of Monterey County, Inc./BHC Monterey County
- Mujeres en Acción
- Watsonville Law Center
- Centro Binacional para el Desarrollo Indígena Oaxaqueño
- Pajaro Valley Prevention and Student Assistance

Media & Communication Partner

- TMD Creative

Special thanks to the Department of Social Services, Natividad Hospital, County PIO, CCAH, and Health Department staff for their critical partnership, coordination, and support throughout this effort.

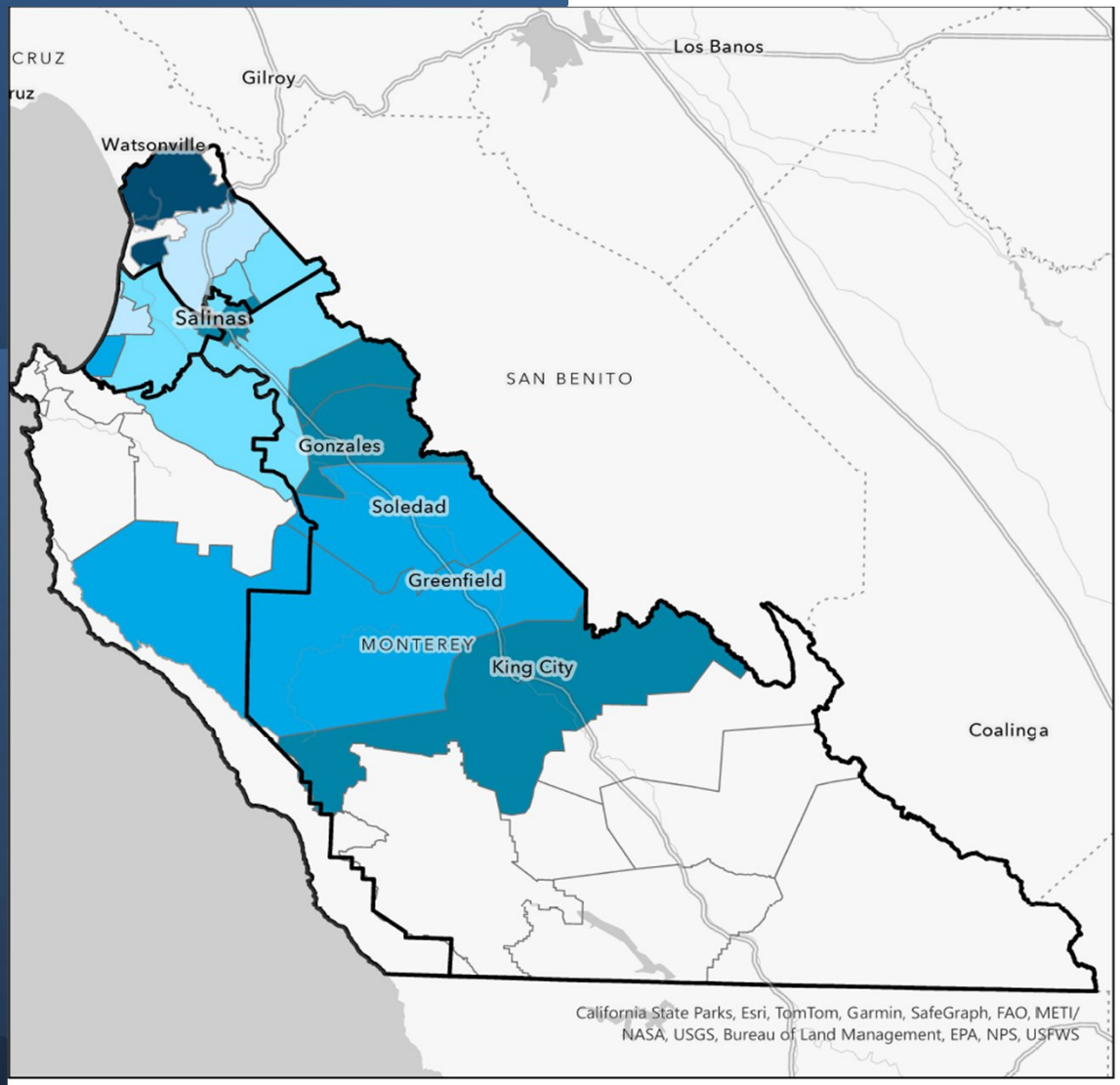
COUNTY OF MONTEREY
DEPARTMENT OF SOCIAL SERVICES
Working Together for Our Community

Natividad®
Inspiring healthy lives

COUNTY OF MONTEREY
HEALTH DEPARTMENT
Nationally Accredited for Providing Quality Health Services

CELEBRATING 100 YEARS

Outreach Data



Medi-Cal Outreach and Education
October 14, 2025 - February 28, 2026

Legend

Medi-Cal Outreach and Education

Outreach Locations per 1,000 population

- Some Outreach
- Moderate Outreach
- Most Outreach

Supervisorial Districts 1-5

N
W E
S

0 4.5 9 18 27 36
Miles

COUNTY OF MONTEREY
DEPARTMENT OF SOCIAL SERVICES
Working Together for Our Community

Natividad®
Inspiring healthy lives

COUNTY OF MONTEREY
HEALTH DEPARTMENT
Nationally Accredited for Providing Quality Health Services

CELEBRATING 100 YEARS

Outreach Data

Medi-Cal Outreach

- Over 46,000 interactions with community members
  - 440+ Group events high-traffic locations, storefronts, elementary and middle schools, parks, library
  - One-on-one primarily at CBO offices and direct messages

Medi-Cal Application Support

- 10,200+ Medi-Cal application support
  - 7,500+ New Medi-Cal application support

Legal Assistance

- Over 3,500 direct interactions for legal assistance
  - 550+ referrals
  - 280+ direct legal support for other services (employment law, economic justice, CalWorks, housing, immigration)
  - 165+ legal risk assessments

COUNTY OF MONTEREY
DEPARTMENT OF SOCIAL SERVICES
Working Together for Our Community

Natividad®
Inspiring healthy lives

COUNTY OF MONTEREY
HEALTH DEPARTMENT
Nationally Accredited for Providing Quality Health Services

CELEBRATING 100 YEARS

Outreach Data

Natividad Outreach

- Over 22,390 direct interactions with community members
  - Airshow, Ciclovia, County Fair, Immigration, Community, Employer, School, Senior Citizen Events
  - Community Forums, Church/Library Visits
  - Events in Salinas, South County, North County, Monterey Peninsula
  - Two dedicated outreach workers plus event volunteers
- 130 group events (more than triple the number of events in calendar year 2024)

Natividad Medi-Cal Application Support

- Over 3,100 Medi-Cal Applications, Hospital Presumptive Eligibility Enrollments, Newborn Gate Way Enrollments, application assistance, and referrals to DSS annually
  - Inpatients
  - Emergency Department
  - Outpatients
- DSS Workers located at Natividad effective January 2026

COUNTY OF MONTEREY
DEPARTMENT OF SOCIAL SERVICES
Working Together for Our Community

Natividad®
Inspiring healthy lives

COUNTY OF MONTEREY
HEALTH DEPARTMENT
Nationally Accredited for Providing Quality Health Services

CELEBRATING 100 YEARS

Outreach Data

Educational Information

Medi-Cal Education Workshops

- 57 Medi-Cal education workshops
  - Over 270 community members
    - 96% in Spanish and Mixteco

Educational Messages

- Over 2,700 Medi-Cal related educational messages by
  - 680 Door-to-door
  - 460 Phone banking
  - 280 Door hangers
  - 1,810 Social Media (Instagram, Facebook, Parent App)
- Over 7,900 Medi-Cal related educational flyers and newsletters
- 5 organizations hosted Medi-Cal related information on their organization's website

Outreach Data

Additional Social Support

- 340+ CalKids
- 325+ Health Services
- 295+ Employment
- 150+ Adult Education
- 120+ CalFresh
- 23+ CalWorks
- 135+ Emergency Support

COUNTY OF MONTEREY
DEPARTMENT OF SOCIAL SERVICES
Working Together for Our Community

Natividad®
Inspiring healthy lives

COUNTY OF MONTEREY
HEALTH DEPARTMENT
Nationally Accredited for Providing Quality Health Services

Media Campaign Highlights

CBO Media Outreach

- 450+ on Parent Apps
- 450+ WhatsApp posts
- 180+ Facebook & Instagram posts, shares/reshares
- 700+ Direct Messages on WhatsApp

COUNTY OF MONTEREY
DEPARTMENT OF SOCIAL SERVICES
Working Together for Our Community

Natividad®
Inspiring healthy lives

COUNTY OF MONTEREY
HEALTH DEPARTMENT
Nationally Accredited for Providing Quality Health Services

Media Campaign Highlights

County Messaging

- Radio Start Date: 10/29/2025
- Television Start Date: 11/3/2025
- Digital Start Date 11/6/2025
- Print Run: 11/13/2025 & 12/11/2025

Natividad's in-kind support – Billboards

- King City
- Greenfield
- Soledad
- Gonzales
- Salinas (2)
- Castroville
- Pajaro
- Hwy 101 South

Estimated Impressions: 5,356,669

COUNTY OF MONTEREY
DEPARTMENT OF SOCIAL SERVICES
Working Together for Our Community

Natividad®
Inspiring healthy lives

COUNTY OF MONTEREY
HEALTH DEPARTMENT
Nationally Accredited for Providing Quality Health Services

Media Campaign Highlights

TMD Messaging

October 27 – December 31, 2025

10 - week Medi-Cal Media Campaign

- Total Actual Impression: 4,824,468
  - 73% Traditional Media
  - 27% Digital Media
- 81% Spanish Media
- $ 12.44 cost per thousand impression

COUNTY OF MONTEREY
DEPARTMENT OF SOCIAL SERVICES
Working Together for Our Community

Natividad®
Inspiring healthy lives

COUNTY OF MONTEREY
HEALTH DEPARTMENT
Nationally Accredited for Providing Quality Health Services

CELEBRATING 100 YEARS

Training Overview

Medi-Cal Training Overview

- Training #1: Tuesday, Nov. 18 | 10:00 a.m.–2:30 p.m.
- Prepared community partner leadership, CHWs, and other staff to help residents enroll in and maintain Medi-Cal coverage—especially given policy changes impacting residents with UIS. The training covered upcoming Medi-Cal changes, outreach strategies, public-facing messaging, and application support. A total of 53 Community Health Workers and program staff attended.
- Training #2: Thursday, Feb. 12 | 12:00 p.m.–3:00 p.m.
- Second training focused on post-deadline support, renewals, and documentation requirements. A total of 37 Community Health Workers and program staff attended.

Applications Submitted

Prior to Current Year Comparison

MEDI-CAL APPLICATIONS						
AUG	SEPT	OCT	NOV	DEC	JAN	FEB
1,533	1,437	1,682	1,862	1,924	2,186	1,621
1,172	1,142	1,476	2,115	2,311	1,787	1,877
-361	-295	-206	**+253**	**+387**	**-399**	**+256**
-23.%	-20%	-12%	**+13%**	**+20%**	**-18%**	**+16%**

Note: State referrals from CalHEERS increased in February 2026 due to HR1 premium changes and Medi-Cal eligibility re-assessment required in our system.

Customer Visits

Prior to Current Year Comparison

Community Benefits – Customer Visits						
AUG	SEPT	OCT	NOV	DEC	JAN	FEB
10,092	10,660	13,659	13,489	13,968	15,975	12,863
11,991	13,182	15,195	13,904	18,555	15,920	12,452
+1,899	+2,522	+1,536	+415	+4,587	-55	-411
15.84%	19.14%	10.11%	2.99%	24.73%	-.09%	-3.21%

COUNTY OF MONTEREY
DEPARTMENT OF SOCIAL SERVICES
Working Together for Our Community

Natividad®
Inspiring healthy lives

COUNTY OF MONTEREY
HEALTH DEPARTMENT
Nationally Accredited for Providing Quality Health Services

Ongoing Medi-Cal Outreach Efforts

Department of Social Services: With current DSS funding, MC-CHOICE staff are expected to assist about 120 residents per month with application support.

Health Department: The CORE program will continue to support roughly 60-80 residents per month with application assistance. CalCRG funding is secured through May, and the program is currently transitioning to become Medi-Cal providers and seeking MAA reimbursement.

Natividad: Continue outreach efforts and supporting uninsured patients entering their facility with the application process.

COUNTY OF MONTEREY
DEPARTMENT OF SOCIAL SERVICES
Working Together for Our Community

Natividad®
Inspiring healthy lives

COUNTY OF MONTEREY
HEALTH DEPARTMENT
Nationally Accredited for Providing Quality Health Services

Staff Recommendation

Sustain Medi-Cal outreach and enrollment assistance so applications lead to coverage and current recipients can successfully navigate renewals and upcoming changes.

- Continue enrollment support to help residents complete documentation and secure coverage.
- Provide renewal support to help residents navigate notices and make informed decisions.
- Maintain outreach and education on 2026 Medi-Cal changes and prepare residents for upcoming 2027 changes.
- Provide ongoing assistance for residents eligible for full-scope, limited, or emergency-only Medi-Cal.
- Continue enrollment efforts for other social services benefits (CalFRESH, etc.)
- Identify Funding Source(s) to sustain outreach and engagement efforts

THANK YOU!

Q&A

County of Monterey

Item No.20

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

Board Report

Legistar File Number: OBM 26-033

March 17, 2026

Introduced: 1/14/2026
Version: 1

Current Status: Agenda Ready
Matter Type: Other Board Matters

Referral Matrix and New Referrals

Monterey County Board of Supervisors

MEETING: **March 17, 2026 - Other Board Matters**

SUBJECT: Board Referrals Update

DEPARTMENT: County Administrative Office

Item #	Brd Rfi #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Item	Report	Status
1	2017.18	9/19/17	Board	CAO		Bokanovich	Request a presentation to the Board of Supervisors with options for commissioner compensation that supports our ability to recruit a diverse and representative pool of commissioners.	The item was presented to the Board on 10/2/2018. The Board directed that HR: 1) convene a committee of Department Heads that manage significant boards and commissions to develop a Commissioner Recruitment Strategy; 2) ask departments to provide information related to the diversity of their current volunteer Commissioner's and committee members; and 3) work with County Counsel and Auditor to determine what would be involved/required to actively implement reimbursement to these volunteers, with budget/cost implications. Referral modified on August 24, 2021 to include: A) an assessment on how commissions are being utilized; how well they are serving in their advisory function to the Board; staffing levels of various committees, and, how that may or may not contribute to their functioning; and, B) referring the referral to the Board of Supervisors - Human Resources Committee to engage in discussion and bring back recommendations to the full Board. This item was discussed with the Human Resources Committee in late January 2022. The referral was been reassigned to the County Administrative Office for response. Additional time is needed for information gathering. Staff anticipates a further response to the Board in May 2026.	Pending
2	2017.20	11/19/19	Alejo	PWFP		Ishii	Lease agreement between the City of Salinas and the County of Monterey regarding County's parcel adjacent 855 East Laurel Drive in Salinas for the implementation of a BMX Bike Track, new Skate Park, and sidewalk on East Laurel Drive in Salinas.	An initial referral was initiated on September 15, 2017. On September 1, 2017, Supervisor Alejo held a meeting with the City of Salinas, County RMA staff, and a BMX bike park and skate park engineers/designers to review the property. County Staff conferred with City Staff relative to the City's update of their Parks Master Plan. RMA has also been coordinating with City staff regarding sidewalks on County-owned lands along East Laurel Drive adjacent to this property (between Sanborn Road and Constitution Boulevard). The referral was closed on May 7, 2019 for staff to pursue efforts for a Shelter at 855 E. Laurel. RMA is preparing to bring a master planning effort for use of County lands, specifically lands at Natividad/Laurel in Salinas. This matter is reinstated for reconsideration. Public comment on this item was received on January 14, 2020. Item was pulled from the June 16, 2020, Board meeting agenda and is on hold pending identification of funding. Staff to consult with requesting Supervisor prior to resubmitting item to the Board. PWFP staff continues to work with our state legislative consultants to identify potential grant opportunities. At the September 14, 2021 Board Meeting, the Board provided direction to PWFP staff to apply for Prop 68 grant funding. On January 20, 2022, the County submitted a $3 million application to the Prop 68 Regional Park Program. Project implementation is pending notification of a grant award. On August 24th, the County was notified that its project applications were not selected for grant funding - the process was highly competitive and oversubscribed. Staff will continue to find new opportunities to raise fund to build the project. Staff continues to seek grant opportunities and/or partnerships to fund raise and build the project. Staff received noticed from the Salinas Regional Sports Authority ("Authority") that they would be proceeding with the design and placement of the skate/bike park within their complex and would include it as part of their operations. Project is on hold pending funding. Staff continues to seek grant opportunities and/or partnerships to fund raise and build the project. Authoriy submitted for FY26 Federal Earmarks through Congresswomen Lofgren's office. Awaiting response.	**Postponed**
3	2018.28	12/4/2018	Phillips	HCD		Spencer	Affordable Housing in the Coastal Zone	Amend County LCP to be consistent with the Coastal Act regarding affordable housing, authorize staff to investigate processes and provide language revision recommendations to the Local Coastal Plan. A presentation was provided to the Board on January 15, 2019. Section 30500.1 was added by Senate Bill 626 in 1981 to state: "No local coastal program shall be required to include housing policies and programs." HCD is working on the 6th Cycle Housing Element which includes housing opportunity sites in the Coastal Zone. The Housing Element is anticipated to be completed by September 2025. HCD staff have coordinated with Coastal Commission staff on the properties that fall within the coastal zone. HCD staff has also coordinated with the Coastal Commission on housing policies contained within our Land Use Plans that integrate affordable housing policies as we update those plans (for example: Moss Landing Community Plan and Big Sur Land Use Plan updates). This work is ongoing.	Pending
4	2021.09	5/25/2021	Church/Askew	CAO		Bokanovich	Review of Board Committee Responsibilities	This referral seeks to clarify the purpose and responsibilities of each Board of Supervisors committees to improve staff workflow and Board decision making ability. A preliminary analysis was approved by the Board on June 15, 2021. Staff will be submitting a response to this referral for Board consideration in May 2022. The referral has been reassigned to the County Administrative Office for response. Board is scheduled to conduct its 2nd annual evaluation of pending referrals on March 28, 2023. To avoid future delays, all annual evaluations will be scheduled to occur the first month of each calendar year. Board review of the referral procedures is anticipated to occur in October, in conjunction with other Board policies. Staff anticipates a report to the Board in early May 2026.	Pending
5	2021.25	11/16/2021	Askew	HCD		Spencer	East Garrison Street Renaming	This referral seeks to identify the process and funding for the renaming of certain streets in East Garrison and revise the naming approval process. A preliminary response was provided to the Board on January 11, 2022. Staff presented to the Board at the May 3, 2022 Board Meeting, and received direction from the Board. HCD has been directed to engage with the public and determine interest in changing the street names within East Garrison. HCD attended the East Garrison CSD (EGCSD) meeting on May 11, 2022, to present the matter. HCD staff will develop a draft program. The program will likely be presented to the Board for consideration once developed. Proposed completion date of October 2025.Proposed completion date in 2026.	Pending

Item #	Brd Rfl #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Item	Report	Status
6	2021.29	12/7/2021	Adams	PWFP		Ishii	Increased Fines for Big Sur Roadside Camping Prohibition	This referral seeks to increase the administrative citation and fine amounts for citations issued under Monterey County Code Section 14.18.020.A. This is a follow-up to Board Referral No. 2019.16 (Big Sur Roadside Camping Prohibition Enforcement). A preliminary response was provided to the Board on January 11, 2022. The Ordinance increasing the existing fine amount to $1,000 was adopted by the BOS at its July 26, 2022 meeting. New signage to indicate the increased fine amount has been installed on all existing camping prohibition signs. Staff continues coordination with the Big Sur Byways Organization and District 5 on installation of additional new signs. Staff continues to coordinate with Caltrans and Coastal Commission on getting the necessary approval/permits to install along SR 1. Staff is working with HCD regarding Coastal permits. Proposed completion date of January Winter 2025.	Pending
7	2022.02	1/11/2022	Askew	CAO		Blitch/Chiulos	Sheriff Oversight Board Formation	This referral seeks to explore formation of a Sheriff Oversight Board. Assembly Bill 1185 authorized counties to establish a sheriff oversight board to assist the board of supervisors to fulfill its duties related supervising the official conduct of all county officers, including the sheriff. An oversight board would consist of civilian residents appointed by the board of supervisors. Formation of the oversight board can be accomplished by action of the board of supervisors or through a vote of county residents. This referral requests the Board of Supervisor form such an oversight board and that staff return with a report that includes bylaws, formation resolution, and an outline of administrative capacity needed to support the oversight board. A preliminary response was provided to the Board on March 22, 2022; at which time, the Board took action to defer the item until after the new Sheriff is elected and the Board has had an opportunity to establish a relationship. An Ad Hoc Committee has been established by the Board to study the various options concerning oversight of the Office of the Sheriff, pursuant to Assembly Bill 1185. Report is currently with Ad Hoc committee for review and revision. **Referral on hold pending results/recommendations received from the Board of Supervisors requested Sheriff Ofice financial audit.**	**On hold**
8	2022.04	2/1/2022	Church/Lopez	~~PWFP~~ HCD		~~Ishi~~ Spencer	Revisit Rossi Road Extension Plan	This referral seeks to revisit the Rossi Road extension plan and explore solutions to alleviate traffic congestion and improve traffic circulation in the Boronda area as a result of the population and business growth and the relocation of the SVSWA transfer station and Republic Services' yard. A preliminary response was provided to the Board on March 8, 2022. A Town Hall was conducted on July 27, 2022. A working group has been started, and next steps and roles are being established. CEQA and funding are also being researched and discussed. HCD staff is preparing a draft MOU with the City of Salinas. The draft MOU will be presented to the Board once completed. Proposed completion date of December 2028.	Pending
9	2022.14	4/19/2022	Lopez	PWFP		Ishii	Harkins Road	This referral requests that staff investigate the possibility of changing Harkins Road into a one-way street. Staff presented the Preliminary Analysis Report at the May 17, 2022 Board Meeting. PWFP engaged consultant support to evaluate a potential one-way concept for Harkins Road, and a community meeting was held in Spreckels on December 5, 2022 to get feedback. Staff provided a verbal update to the referring Supervisor in January and a report to the Board is planned for the February 28, 2023 March 7, 2022 Board meeting. With the Board Report seeking approval for the Harkins/Hunter project, staff is presenting our recommendation for the Harkins Road next week. The one-way option of Harkins is not being recommended. Staff is recommends upgrading signage and constructing improvements to the Harkins/Hunter intersection instead. The additional signs were installed at the Harkins/Hunter intersection to detour trucks around Spreckels. The one-way option was not recommended by the BoS. Continuing to monitor the effectiveness of the addition signs that were installed. Referring Supervisor has asked that this Referral be re-engaged for potential options, including pilot programs. Staff is exploring a "pilot program" option with TAMC.	Pending
10	2022.22	9/27/2022	Alejo	PWFP		Ishii/Lerable	East Salinas District 1 Office/**District 1 Carryover Office Budget Funding For Planned East Salinas Office**	This referral requests that staff search and open a District Office for District 1 in East Salinas 93905 to provide greater office access to constituents in this area of Salinas with the greatest need. A preliminary response was presented to the Board on October 25, 2022. A site has been identified and staff is coordinating with the landlord on ADA upgrades prior to executing the lease. Modified by the referring Supervisor on May 18, 2023 to include that any leftover District 1 office budget funding for 2022-23 be carried over into the next fiscal for the specific purpose of paying and offsetting any costs in opening the D1 office in East Salinas. Real Property continues to keep an active search open for available office space within District 1 and provide occasional update to Supervisor Alejo of staffs efforts. Currently there are no opportunities available that meet the Supervisor's requirements. PWFP Real Property Staff is continuing to search for viable office space based on the D1 Office needs within the Alisal District 1 Area on a consistent basis. To date, no viable office options which meet the D1 office needs for required sq. ft., security needs and accessibility have been located. Staff will continue to present any viable options located to the D1 Office as warranted.	Pending
11	2023.03	2/7/2023	Alejo	HCD		Spencer	Affordable Senior Housing Project at 855 East Laurel Drive	This referral purpose is to approve using a vacant county property at the eastern-corner portion of 855 East Laurel Drive to construct affordable housing units for Monterey County seniors. A preliminary response was provided to the Board of Supervisors on February 28, 2023. HCD staff has met with the Housing Authority who have expressed an interest in partnering with the County on such a project. HCD is also coordinating with PWFP on plans for the Laurel Yard campus which are currently in development. Separately, HCD has been progressing an affordable housing project at this same site. On February 7, 2023 the Board approved an Exclusive Negotiating Agreement with Eden Housing Inc. for design and development of an Affordable Housing Multifamily Rental Housing Project. December 12, 2023, the Development Review Committee considered Eden's two-phase 132 rental unit affordable housing project. County has procured outside legal counsel and negotiations with Eden for a Disposition and Development Agreement with Long-Term Ground Lease are underway, which are anticipated to come to Board for consideration late spring 2024. The potential for a senior housing project will be presented to the Board once the Eden housing project is completed and PWFP has identified any remaining needs for land at the Laurel Yard. Proposed completion date of December 2026.	Pending

Item #	Brd Rfl #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Item	Report	Status
12	2023.13	7/11/2023	Church	PWFP		Ishii	Laurel Yard Master Plan	This referral requests that county staff analyze the current and proposed uses of the County owned properties at and around the Laurel Yard in Salinas and engage in a master plan to ensure compatible development consistent with County operations and community objectives to determine if the Laurel Yard should be relocated and potential sites for consideration. A preliminary response was presented to the Board on August 29, 2023. Staff provided a status update to the Board on September 17, 2024. Site is included in the County-wide Master Plan and will be analyzed in context of the County's overall needs. Master Plan was expected to be completed in Fall 2025. A 2 hour workshop at the Board of Supervisors occured on January 13th, 2026 to review the Facilities Master Plan and included options for reuse of Laurel Yard for the Board to consider including the optionfor partial relocation of selected existing users to allow for future affordable housing development. The Board of Supervisors provided preliminary direction to seek further input from Departments and return back to the Board for final direction. A second workshop will be scheduled in Spring 2026 which will finalize FMP and fulfill this referral.	Pending
13	2023.17	7/19/2023	Adams	HCD		Spencer	Safeguard & Maintain Historic Buildings in Monterey County	Referral requests the County pass a local ordinance where it shall be unlawful for any person to cause or cause others to act to burn or structurally damage a structure that has been listed on a city, county, state, or national list of historic properties. This includes owners of a structure listed on a local, state, or national register of historic structures. HCD staff presented a preliminary response to this referral on September 12, 2023. The Board directed HCD to proceed with updating the County's Historic Preservation Ordinance to incorporate penalties for unlawful damage to historic resources. Updates to the Historic Preservation are on the long-range work plan for HCD and are programed to be completed in future years. Proposed completion date in 2027.	Pending
14	2023.20	11/7/2023	Church	Health		Jimenez	Littering Fines	This referral requests that staff amend County Code 10.41.040 to establish clear and significant penalties for littering and dumping by adopting fines parallel to that of San Benito County. Environmental Health will be presenting a draft Ordinance at the Board of Supervisors meeting on January 30, 2024, requesting that a Public Hearing be set to adopt the Ordinance. The ordinance will be set on February 27th for adoption, and direction was given by the Board to come back in one year with an update on the number of administrative violations, how many fines have been levied, and the total amount of fines. Staff will return to the Board of Supervisors with an update on implementation efforts and findings in March 2025. Since the adoption of higher fines for illegal dumping, EH has issued one citation on 12/13/2024 in the amount of $2,500. The citation was issued based on video images captured from surveillance cameras installed specifically to capture illegal dumpers. The Two cameras were installed in the right of way in a location known for illegal dumping. Staff was to bring back an update to the Board in March of 2025. Staff provided an update to the Board on April 22, 2025 and were directed to give an update in 6 months of the effectiveness of the cameras and a renewal of the software agreement. Staff will provide an update to the Board on February 3, 2026.	Pending
15	2023.22	11/28/2023	Adams	PWFP		Ishii	Bixby Bridge - Traffic and Pedestrian Safety	Referral requests that staff identify solutions to respond to the immediate health and safety emergency concerns at the Bixby Bridge in Big Sur due to increased levels of visitation resulting in traffic congestion, parking issues, blocked residential access, and unsafe illegal pedestrian crossings across Highway 1. Staff presented a Preliminary Analysis Report to the Board on January 23, 2024. Staff will provide updates as they meet with the working group. Urgency Ordinance was approved by the Board of Supervisors on June 25, 2024. Next steps are to work with HCD on Emergency Coastal Development Permit. Proposed completion date of August 2024. The permit for the Urgency Ordinance was approved. PW installed railing along Coast Road to help with the illegal parking issues near Bixby Bridge. PW installed railing along Coast Road to help with the illegal parking issues near Bixby Bridge. In addition, PWFP worked with HCD and HCD was able to extend the Emergency Coastal Development Permit approval into 2026.	Pending
16	2024.04	3/23/2024	Church	CAO/PWFP		Paolinelli/Ishii	Maintenance of Little Bear Creek: Permits	This referral requests a study of permit processes for cleaning and long-term maintenance of Little Bear Creek. A preliminary response will be presented to the Board on April 16, 2024. PWFP is acquiring a hydrologic and hydraulic study proposal from one of our on-call consultants. This is the next step identified in the Preliminary Analysis Report. There is currently not enough information to determine a completion date. Much will depend on State and federal regulators (as well as the public and Board if this effort should be funded). The hydrologic and hydraulic study is underway. The hydrologic and hydraulic study report has been completed and will be presented to the Board. The report presents several options to mitigate the extent of the flooding. The exact option will depend on State and federal regulators, as well as the public and Board if this effort should be funded	Pending
17	2024.05	5/14/2024	Church	PWFP		Ishii	Speed Hump Fee Waivers for Low-Income Neighborhoods	This referral requests that the Board implement a policy that will waive the fees for speed hump installment in low-income neighborhoods to create safer roads. A preliminary response was presented to the Board on June 8, 2024. Staff is proceeding with the process presented in the preliminary response and exploring prioritization criteria and funding options. However, research and analysis is more involved than initially anticipated. Staff anticipates having more information to report in ~~Summer 2025~~ Early 2026.	Pending
18	2024.07	5/14/2024	Alejo	HCD		Spencer	County Tenant Relocation Assistance Ordinance Update	This referral request is to update the current County Relocation Assistance Ordinance 18.15.050 – "Tenant relocation provisions for rental housing" to allow an option by the County of Monterey to require landlords/property owners, who violate the county housing ordinance, to pay owed tenant relocation assistance upfront into a county account so that tenants can claim the owed rent later, without having to interact with the landlord/property owner and to better track payments made to housing victims and ensure timeliness. A preliminary response was presented to the Board on June 25, 2024. The Board provided direction to HCD to prepare an ordinance that amend current requirements to authorize the County to provide tenant relocation assistance directly to impacted families and individuals and to seek reimbursement from the landlord/property owner for those costs. The ordinance is on the list of long-range planning projects and is scheduled in "future years." The Board is asked to help review and prioritize the long-range projects annually.	Pending

Item #	Brd Rfl #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Item	Report	Status
19	2024.10	9/10/2024	Church	Health		Jimenez	Allow POU/POE Water Treatment for New Construction (Including ADUs)	To allow for Point of Use/Point of Entry water treatment devices to be used for new construction on vacant legal lots of record and for accessory dwelling units (ADUs). A preliminary response will be presented to the Board on October 1, 2024. EHB has prepared a draft amended ordinance that will be sent to County Counsel for review this week. The amendments add the option to use POU/POE for new development on a vacant lot or for an ADU or other second unit. Once County Counsel approves the amended ordinance, EHB will contract with Rincon to do the Initial Study. It is necessary to prepare the draft ordinance before contracting with Rincon, so they know what to include in the initial study. The updates in the amended ordinance regarding new development are the same as Rincon analyzed in the initial CEQA document, which will help streamline the process. Staff gave an update to the Board on April 22, 2025 and were instructed to return by December 2025 with a proposed amendment to the ordinance and an initial Study-Mitigated Negative Declaration evaluation. Staff will provide an update to the Board on February 6, 2026.	Pending
20	2024.11	9/10/2024	Church	Health		Jimenez	Modifications to the County's Rooster Ordinance	This referral seeks to modify the County's Rooster Ordinance in order to make it more effective at eradicating cockfighting operations in unincorporated Monterey County. A preliminary response will be presented to the Board on October 1, 2024. Staff presented a Preliminary Analysis Response to the Board on 10/1/24 where the referral will be deemed complete contingent upon staff returning in 6 months with recommendations for updating/changing the Rooster ordinance. Staff is waiting to see if there is a change in State law and will bring the update back to the BoS once that information is confirmed next month (March 2025). Then a date will be set on the Board Agenda for an update. Staff is working on a letter of support for AB-928 (Rogers) Cockfighting Cruelty Act that is going to the Hitchcock Road Advisory Committee the week of May 19, 2025. Proposed completion date in October 2025.	Pending
21	2024.12	9/24/2024	Aeljo	HCD		Spencer	1220 Natividad Road Property Repurposing for County Housing Trust Fund	This referral requests a feasibility study for developing commercial uses of County property located 1220 Natividad Road (old Ag Commissioner's Office off of East Laurel Street) with proceeds capitalizing the Monterey County Local Housing Fund (MCLHTF). The study should identify the types of potential users, demand for commercial uses at this location, potential lease revenue generated by the property, and legal requirements to lease the property to fund the MCLHTF. A preliminary response was presented to the Board on October 15, 2024. The Board directed HCD to coordinate with Public Works, Parks, and Facilities to incorporate the option for commercial use of 1220 Natividad Road in the Facilities Master Plan. See Referral 2023.13. Being reviwed as part of the Facility Master Plan. Completion date in 2026.	Pending
22	2024.17	12/3/2024	Church	HCD/CAO		Spencer/Paolinelli	Policy for Evaluating Housing Economic Impacts on Residents in Legislative Decisions	This referral request for the Board of Supervisors to implement a policy requiring an assessment of potential housing economic impacts on residents in the legislative decision-making process. A preliminary response will be presented to the Board on February 4, 2025. Approved but not implemented.	Pending
23	2025.01	2/4/2025	Alejo	County Counsel		Blitch	Monterey County Fracking Ban	The purpose of this referral is to draft an ordinance that would prohibit fracking in Monterey County. A preliminary response will be presented to the Board on February 25, 2025. Staff provided a preliminary response to the Board on 12/3/24 and were directed to return to the Board after presenting to the Coastal Commission consideration. Coastal Commissiong consideration in 2025. Proposed completion date in early 2026.	Pending
24	2025.03	4/22/2025	Askew	CAO/COB		Chiulos/Ralph	Encouraging Broad Diverse Applicant Pools with Transparent Outreach	This referral directs the County Administrative Officer and Clerk of the Board of the Board of Supervisors to ensure Board of Supervisors compliance with the Maddy Act and increase the transparency of outreach and encourage broad and diverse applicant pools for County Board, Committees, and Commissions, and Special Districts. Staff will provide a preliminary analysis response on May 13, 2025.	Pending
25	2025.04	4/22/2025	Askew	CAO/County Counsel/COB		Chiulos/Blitch/Ralph	Follow-up to Referral #2023.19 - Monterey County Regional Fire District Board of Directors (MCRFD) Vacancies, to ensure completion of BOS direction.	The purpose of this referral is to ensure BOS direction to prepare for review, adoption, and implementation of a Board policy ensuring timely noticing of recruitments for vacancies on the boards of special districts for which the BOS is the appointing authority, given as a result of Referral #2023.19, is completed. A preliminary analysis was provided in May 2025. The subject policy revision will be brought forward to the Board in March 2026.	Pending
26	2025.05	5/13/2025	Daniels	PWFP		Ishii	Bixby Bridge – No Parking	Requesting staff to define actions needed to continue the current emergency parking prohibition and maintain the physical measures implementing it beyond the conclusion of the CT Rocky Creek slip out repair project (currently estimated to be completed in June) without interruption unless/until a more global solution can be identified and implemented thru future projects. Staff will provide a preliminary analysis response on June 3, 2025. The parking prohibition has been extended since the Caltrans work in the vicinity is expected to continue through 2026.	Pending
27	2025.08	8/5/2025	Alejo	Health		Jimenez	Mitigation Monitoring for the Salinas Regional Soccer Complex	The purpose of this referral is to have the Monterey County Environmental Health Bureau and/or the County Public Works, Facilities and Parks provide contracted mitigation monitoring services for the Salinas Regional Soccer Complex expansion project. Staff will provide a preliminary response to the Board on September 30, 2025. Staff will provide an update to the Board on October 21, 2025.	Pending

Item #	Brd Rfl #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Item	Report	Status
28	2025.09	8/19/2025	Lopez	PWFP		Ishii	Anza National Historic Trail Auto Tour Signs	Partner with the National Park Service to facilitate the replacement of 14 official national historic trail Auto Tour signs on roads along the Juan Bautista de Anza National Historic Trail. A preliminary response will be provided to the Board on September 30, 2025.	Pending
29	2025.10	8/26/2025	Alejo	Health		Jimenez	Monterey County Spay and Neuter Ordinance for Cats and Dogs	The purpose of this referral is to enact a Spay and Neuter Ordinance for cats and dogs to address pet overpopulation, euthanasia rates, and overcrowded shelters with minimal staffing. A preliminary response will be provided to the Board on September 30, 2025. Staff were instructed to return to the Board with a proposed ordinance and anticipated effort for completion in March 2026.	Pending
30	2025.11	9/16/2025	Church	PWFP		Ishii	No Recreational Vehicle Parking on Railroad Avenue in Pajaro	This referral request for the Board of Supervisors to consider adoption of an ordinance to prohibit recreational vehicle parking on the entirety of Railroad Avenue in the unincorporated area of the County of Monterey and establish a tow-away zone, authorizing the immediate removal of vehicles that violate this no-parking restriction. Staff will provide a preliminary response on November 4, 2025.	Pending
31	2025.13	10/21/2025	Alejo	CAO		Chiulos/Pasculli	County of Monterey Facility Naming Policy	The purpose of this referral is to create a formalized process and policy for naming County of Monterey-owned and county-operated facilities. Staff provided a preliminary response on December 10, 2025.	Pending
32	2025.14	10/21/2025	Alejo	CAO		Paolinelli/Vaughn	Monterey Count Arts Master Plan	The purpose of this referral is to initiate the development of an Arts Master Plan for the County of Monterey, designed to establish a long-term vision for promoting, supporting, and expanding public art throughout the county's unincorporated areas. Staff provided a preliminary response on December 10, 2025. Staff will provide an update to the board in March 2026.	Pending
33	2025.15	10/28/2025	Church	HCD/County Counsel		Spencer/Blitch	Urgency ordinance adopting a moratorium on Battery Energy Storage System (BESS) facilities in unincorporated Monterey County while regulations for BESS operations are developed	This referral seeks to adopt an urgency ordinance placing a moratorium on BESS facilities in unincorporated Monterey County and develop a countywide policy and oversight framework to govern the operations of all BESS facilities in Monterey County for the health and safety of residents and the environment. Staff will provide a preliminary response on November 18, 2025.	Pending
34	2025.16	11/18/2025	Alejo	NMC/Health		Harris/Jimenez	Esperanza Care 2.0	The purpose of this referral is to bring back the Esperanza Care Program considering thousands of Monterey County residents who are expected to lose their Medi-Cal coverage starting in 2026. Staff provided a preliminary response on January 27, 2026, and recommended the Board consider approving Esperanza Care 2.0 pilot be implemented July 1, 2026, with an enrollment up to 500 participants. The CAO, Health Department, and Natividad staff were directed to collaborate on the development and funding plan for the Pilot. The Departments will continue to have discussions with community based organizations to ensure a successful roll-out of Pilot.	Pending
35	2025.18	12/10/2025	Daniels	HCD		Spencer	History and Status of Monterey County Trails: Jack's Peak to Laureles Grade	This referral seeks to better understand the status of trail alignments on private land throughout the general area between Jacks Peak, Laureles Grade, Highway 68 and Carmel Valley Road. Staff will provide a preliminary response on January 6, 2026.	Pending
36	2026.01	2/3/2026	Daniels	CAO		Beaton	Establish a Local Housing Fund through Special Tax Measure	The purpose of this referral is to explore the feasibility of implementing a local real estate transfer tax on high-value property sales in unincorporated Monterey County to create a local housing fund for home development in relative proximity to those transactions. Staff will provide a preliminary response to the Board on March 10, 2026.	Pending

Item #	Brd Rfi #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Item	Report	Status
37	2026.02	3/17/2026	Church/Lopez	PWFP		Ishii	Renaming of County of Monterey Agricultural Commissioner's Office	To rename the County of Monterey Agricultural Commissioner's Office in Salinas to the County of Monterey Richard Nutter Agricultural Resource Center.	**NEW Pending Approval on 3/17/26**
								Completed by Executive Assistant on March 5 2026.	

Monterey County Board of Supervisors
Referral Submittal Form

Referral No. 2026.02
Assignment Date: 03/17/2026
(Completed by CAO's Office)

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

Date: 02/26/26	Submitted By: Supervisor Glenn Church and Supervisor Chris Lopez	District #: 2

Referral Title: Renaming of County of Monterey Agricultural Commissioner's Office

Referral Purpose: To rename the County of Monterey Agricultural Commissioner's Office in Salinas to the County of Monterey Richard Nutter Agricultural Resource Center.

Brief Referral Description (attach additional sheet as required): In recognition of Richard Nutter's tenure as the longest serving Agricultural Commissioner in Monterey County's history (1971-1998) and his immense contributions to agriculture, the current Agricultural Commissioner's Office should be renamed the County of Monterey Richard Nutter Agricultural Resource Center with a plaque that includes: *Dedicated to the Memory and Unmatched Achievements of Richard William Nutter, Monterey County's longest serving Agricultural Commissioner, from 1971 to 1998. His legacy is the preservation of the priceless farmlands of the "Salad Bowl of the World".* Nutter played a role in the development of California's Organic Food Act, the first effective affirmative action program in the Agricultural Commissioner's Office, numerous statewide pesticide laws, farmworker safety laws, and agricultural trade oversight.

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

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

Department(s): PWFP	Referral Lead: Randy Ishii	Board Date: 3/17/26

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

Department(s):	Referral Lead:	Date:

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

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

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

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

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

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

County of Monterey

Board Report

Legistar File Number: OBM 26-034

Item No.21

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

March 17, 2026

Introduced: 1/14/2026
Version: 1

Current Status: Agenda Ready
Matter Type: Other Board Matters

County Administrative Officer Comments

County of Monterey

Item No.22

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

Board Report

Legistar File Number: OBM 26-035

March 17, 2026

Introduced: 1/14/2026
Version: 1

Current Status: Agenda Ready
Matter Type: Other Board Matters

Board Comments

County of Monterey

Board Report

Legistar File Number: 26-236

Item No.

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

March 17, 2026

Introduced: 3/12/2026
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

2026 Board of Supervisors Meeting Schedule

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

)

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

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

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

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

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

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

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

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

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

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

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

By Valerie Ralph
Valerie Ralph, Clerk of the Board

Introduced: 2/13/2026

Current Status: Health Department - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Director of Health Services or designee to execute a non-standard agreement with the City of Greenfield for the use of their facility, effective upon execution, through January 30, 2031 with no exchange of funds;
b. Approve non-standard liability provisions as recommended by the Director of Health Services; and
c. Approve and authorize the Director of Health Services or designee to sign up to (3) three future amendments to the Agreement, provided that these amendments do not substantially change the Scope of Services, and with approval from the Office of the County Counsel.

RECOMMENDATION:
It is recommended that the County of Monterey Board of Supervisors:
a. Approve and authorize the Director of Health Services or designee to execute a non-standard agreement with the City of Greenfield for the use of their facility, effective upon execution, through January 30, 2031 with no exchange of funds;
b. Approve non-standard liability provisions as recommended by the Director of Health Services; and
c. Approve and authorize the Director of Health Services or designee to sign up to (3) three future amendments to the Agreement, provided that these amendments do not substantially change the Scope of Services, and with approval from the Office of the County Counsel.

SUMMARY:
County of Monterey Public Health Bureau's Nursing Healthy Families is a home visiting program that serves women in the perinatal period, infants, children, and adolescents. The program provides education related to perinatal health and infant and child health development and facilitates access to health and social services with the overall goal of reducing the morbidity and mortality of families in Monterey County.

Nursing Healthy Families activities include hosting events for families enrolled in the program to support infant social-emotional development, promote caregiver and baby positive attachment, and focuses on other health related themes that impact the perinatal community such as cardiac health and maternal mental health.

DISCUSSION:
This Agreement with the City of Greenfield would provide a space to host health education events in South County for families who may have difficulty participating in similar events in the Salinas area due to lack of transportation. Nursing Health Families' intent is to periodically

rotate health education events throughout different areas of Monterey County to increase access to services and promote social-emotional development, encourage positive attachment activities for caregiver and baby, as well as increase connection with other families.

FINANCING:
There is no exchange of funds with this agreement. There are sufficient appropriations in the Health Department's (001-4000-8124-HEA003) FY 2025-26 Adopted Budget.

OTHER AGENCY INVOLVEMENT:
The offices of the County Counsel and Auditor-Controller have reviewed and approved this Agreement as to legal form, and fiscal provisions.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The Nursing Healthy Families health education event aligns with the Board of Supervisors' Strategic Goals Well-Being and Quality of Life and Safe and Resilient Communities through the education and promotion of social-emotional development, positive attachment between caregiver and baby, and encouraging a space for connection with peers, thereby increasing the well-being of families and fostering safer, more resilient communities.

Mark a check next to the related Board of Supervisors Strategic Plan Goals:
_X_ Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
_X_ Safe and Resilient Communities
____ Diverse and Thriving Economy
____ Dynamic Organization and Employer of Choice

Prepared by: Patricia Velarde, Management Analyst II, 796-1377
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Agreement

Introduced: 2/13/2026
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

a. Approve and authorize the Director of Health Services or designee to execute a non-standard agreement with the City of Greenfield for the use of their facility, effective upon execution, through January 30, 2031 with no exchange of funds;
b. Approve non-standard liability provisions as recommended by the Director of Health Services; and
c. Approve and authorize the Director of Health Services or designee to sign up to (3) three future amendments to the Agreement, provided that these amendments do not substantially change the Scope of Services, and with approval from the Office of the County Counsel.

RECOMMENDATION:
It is recommended that the County of Monterey Board of Supervisors:
a. Approve and authorize the Director of Health Services or designee to execute a non-standard agreement with the City of Greenfield for the use of their facility, effective upon execution, through January 30, 2031 with no exchange of funds;
b. Approve non-standard liability provisions as recommended by the Director of Health Services; and
c. Approve and authorize the Director of Health Services or designee to sign up to (3) three future amendments to the Agreement, provided that these amendments do not substantially change the Scope of Services, and with approval from the Office of the County Counsel.

SUMMARY:

County of Monterey Public Health Bureau's Nursing Healthy Families is a home visiting program that serves women in the perinatal period, infants, children, and adolescents. The program provides education related to perinatal health and infant and child health development and facilitates access to health and social services with the overall goal of reducing the morbidity and mortality of families in Monterey County.

Nursing Healthy Families activities include hosting events for families enrolled in the program to support infant social-emotional development, promote caregiver and baby positive attachment, and focuses on other health related themes that impact the perinatal community such as cardiac health and maternal mental health.

DISCUSSION:
This Agreement with the City of Greenfield would provide a space to host health education events in South County for families who may have difficulty participating in similar events in the Salinas area due to lack of transportation. Nursing Health Families' intent is to periodically rotate health education events throughout different areas of Monterey County to increase access to services and promote

social-emotional development, encourage positive attachment activities for caregiver and baby, as well as increase connection with other families.

FINANCING:
There is no exchange of funds with this agreement. There are sufficient appropriations in the Health Department's (001-4000-8124-HEA003) FY 2025-26 Adopted Budget.

OTHER AGENCY INVOLVEMENT:
The offices of the County Counsel and Auditor-Controller have reviewed and approved this Agreement as to legal form, and fiscal provisions.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The Nursing Healthy Families health education event aligns with the Board of Supervisors' Strategic Goals Well-Being and Quality of Life and Safe and Resilient Communities through the education and promotion of social-emotional development, positive attachment between caregiver and baby, and encouraging a space for connection with peers, thereby increasing the well-being of families and fostering safer, more resilient communities.

Mark a check next to the related Board of Supervisors Strategic Plan Goals:
_X_ Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
_X_ Safe and Resilient Communities
____ Diverse and Thriving Economy
____ Dynamic Organization and Employer of Choice

Prepared by: Patricia Velarde, Management Analyst II, 796-1377
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Agreement

Docusign Envelope ID: 698B8394-CDAE-4C9C-A588-4700332E5225

CITY OF GREENFIELD
FACILITY USE APPLICATION
AND KEY USE POLICY

Company/Organization: County of Monterey, on behalf the Health Department

Contact Name: Tiffanie Morla Driver's License #:

Address: 1270 Natividad Rd., Salinas, CA 93906

Phone #: 755-4950 Alternate Phone #: 202-1119

Email: morlat@countyofmonterey.gov Fax #:

Type of Event: Client Community Event

Event Date: 2026-2029 Day of the Week: tbd Start Time: tbd End Time: tbd Number of People Attending: 20-50

Facility/Field Requested: Community Center Option 1

Specific Areas: 1351 Oak Ave. Greenfield, CA 93927

INITIAL _____ I hereby attest that the information contained in this application is true and correct. I understand that this is only an application and not a guarantee that a permit will be issued. If a permit is issued, I agree that: (1) if any of the information contained in the application is found to be false; or (2) should my conduct, or the conduct of any participants or guests, not be as described in the application; or (3) should any applicable city, county, state or federal rules, regulations, codes or laws be violated, any reservation issued shall automatically become null and void and any activity associated with this reservation will immediately cease.

INITIAL _____I agree that my access to and use of, and/or my company/organization's access to and use of, the requested facilities is NON-EXCLUSIVE and is subject to access and use as granted by the City to other individuals, organizations, and companies. I acknowledge, understand, and agree that neither I, nor my company/organization have the authority to deny access to other individuals, organizations, or companies that have been granted access to the requested facilities by the City.

INITIAL _____ I also agree that if provided a key for non-exclusive use of any city facility, that the key will remain in my sole possession and that I will lock all doors following use. All keys issued are the property of the City of Greenfield and must be returned no later than 24 hours following completion of the event. No user is permitted to duplicate City keys. Report loss or theft of keys to the City Manager.

INITIAL _____ I also agree that I will: (1) be financially responsible for any costs incurred by the city for damages to city property; (2) be financially responsible to reimburse city reasonable attorney fees to enforce the provisions of any permit that is issued for the event described in this application; (3) forfeit all fees and deposits as partial compensation to city for any costs associated with the enforcement of the provision of the application or permit; (4) forfeit all fees and deposits if it is determined that I have provided false information on the application; (5) be financially responsible for any city costs that exceed fees and deposits already collected by the city for enforcement of provisions related to this application or reservation.

INITIAL _____ The users agree to indemnify, defend and hold harmless the City of Greenfield, its officials, employees, agents, and volunteers from all actions, liabilities, claims, damage to personals or property, losses, costs, penalties, obligations, errors, or omissions that may be asserted or claimed by any person , firm, or entity arising out of or in connection with the activities conducted by the applicant, whether or not there is concurrent passive or active negligence on the park of the City of City Personnel. This shall be a continuing release and shall remain in effect until revoked in writing.

Docusign Envelope ID: 698B8394-CDAE-4C9C-A588-4700332E5225

BY SIGNING THIS FORM, I/WE HEREBY CERTIFY THAT I/WE HAVE READ AND UNDERSTAND ALL THE RULES AND REGULATIONS ASSOCIATED WITH THE USE OF THE SPECIFIED CITY FACILITY. I/WE AGREE TO ABIDE AND ENFORCE THE RULES AND REGULATIONS OF THE CITY OF GREENFIELD DURING MY/OUR USE OF THE FACILITY. I/WE FURTHER CERTIFY THAT I/WE UNDERSTAND THAT FAILURE TO COMPLY WITH THE RULES AND REGULATIONS ASSOCIATED WITH USE OF THE SPECIFIED FACILITY, INCLUDING THOSE SET FORTH IN THIS APPLICATION, MAY RESULT IN THE CITY RESCINDING, RESTRICTING, LIMITING, OR DENYING MY/OUR USE OF CITY FACILITIES.

Signature of Applicant

Date

Date: 2/3/2026

Recreation Manager Signature

Signed by:
Kevin F. Serrano 2/11/2026 | 4:01 PM PST
CF464EA4829E4B5...
Deputy County Counsel

DocuSigned by:
Andrea Valencia 2/11/2026 | 4:08 PM PST
25834C99491E449...
Auditor-Controller Analyst I

PARKING PLAN / MITIGATION OF IMPACT

Note: Parking, traffic congestion and environmental pollution are all factors for concern with events. Please consider and encourage the use of car pools and alternate modes of nonpolluting transportation when planning your event.

Please provide a detailed description of your PARKING plans:

Docusign Envelope ID: 698B8394-CDAE-4C9C-A588-4700332E5225

Program staff will carpool and utilize available street parking or public parking spaces around the facility.

Clients will be notified to come anytime between 1pm-4pm. Clients will trickle into the event in batches not all at once. Clients will be instructed to carpool with their family members.

Please describe your plan for DISABLED PARKING:

Program staff and invited clients will be asked to park at designated disabled parking spots

Please describe your plans to notify all residents, businesses and churches impacted by the event:

This will be a 4hr event held in one day with about 20-50 people that may trickle in between 1-4pm and likely will not have more than 10-15 clients in any given hour between 1-4pm. We anticipate minimal impact to business and churches around the area.

ENTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES

X NO YES Are there any musical entertainment features related to your event? If yes, please state the number of stages, number of bands and type of music.

Number of stages_____ Number of Bands _____

Type of Music _____

X NO YES Will sound amplification be used? If yes, please indicate:

Start Time:_____ AM / PM Finish Time _____AM / PM

Please describe the sound equipment that will be used for your event:

Not Applicable

Contact the Greenfield Police Department at (831) 674-5111 for further information and permit.

NO X YES Any Signs, Banners, Decorations, Special Lighting? If Yes, Please describe:

Signs directing participants to the location and decorations in the actual room to fit theme of the event .

SAFETY / SECURITY / ACCESSIBILITY

Please describe your procedures for both crowd control and internal security:

Docusign Envelope ID: 698B8394-CDAE-4C9C-A588-4700332E5225

Program staff will be stationed in each activity location (i.e. check client blood pressure station) as appropriate to the amount participants expected. We have clients who will trickle in and leave at various times between 1pm - 4pm.

Please describe your accessibility plan for access at your event by individuals with disabilities:

The program staff are trained Registered Nurses and the families invited are their client whom they've worked with for several months. Each nurse will assist their clients.

X NO YES Have you hired any professional security organization to handle security arrangements for this event? If yes, please list:

Security Organization Name: _____

Address: _____

Contact Name: _____

X NO YES Is this a night event? If yes, please state how the event and surrounding area will be illuminated to ensure safety of the participants and spectators:

Docusign Envelope ID: 698B8394-CDAE-4C9C-A588-4700332E5225

Rental Insurance Requirements

The Greenfield Cultural Arts Center (Facilities) is operated by the City of Greenfield. All City of Greenfield facility rentals for user groups as specified in the agreement between the City of Greenfield are administered by the City of Greenfield. Users of our Facilities and /or vendors or other participants shall defend, indemnify and hold harmless the City of Greenfield Partners, and associated officers, directors, agents, employees and volunteers from and against any and all demands, claims, actions, losses, liabilities, damages and costs, including payment of reasonable attorney's fees arising out of or resulting from the facility use agreement, except and in proportion to the extent caused by the negligence or willful misconduct of the City of Greenfield or associated officers, directors, employees, agents, and/or volunteers.

Organizations Renting the Facilities:

We require that you indemnify and hold harmless the City of Greenfield. You must supply a certificate of insurance that include the following information before renting the facilities:

1. The name of the insured must be the same as the organization renting or presenting at the Greenfield Cultural Arts Center, Community Center or other Facilities.
2. The current policy dates must encompass the dates you plan to use the facilities.
3. The certificates must state clearly that Participant Liability is included.
4. A separate certificate shall be issued naming each of the following entities as an additional insured:

Certificate #1:
City of Greenfield
1351 Oak Ave
Greenfield, CA 93927

Presenters:

Each Presenter running programs or events at our facilities must first supply one certificate of Commercial General Liability insurance. The coverage must be no less than $2,000,000. The certificate must show clearly that product liability coverage is included, and must otherwise conform to the requirements above.

I have read and agree to abide with the terms of this **Rental Application**, including the companion

Rental Insurance Requirements Document that details the total scope of the agreement.

Authorized Representative's Signature _____ Date ____/____/____

Introduced: 2/17/2026

Current Status: Health Department - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Director of Health Services or designee to execute a retroactive Memorandum of Understanding between the County of Monterey and Primary Diagnostics, Inc. to provide essential data-exchange services to the California Department of Public Health (CDPH), for the term of July 1, 2025 through June 30, 2026 with no exchange in funds;
b. Approve non-standard indemnity and insurance provisions as recommended by the Director of Health Services; and
c. Approve and authorize the Director of Health Services or designee to sign up to three (3) future amendments that do not significantly change the scope of services.

RECOMMENDATION:

It is recommended that the County of Monterey Board of Supervisors:
a. Approve and authorize the Director of Health Services or designee to execute a retroactive Memorandum of Understanding between the County of Monterey and Primary Diagnostics, Inc. to provide essential data-exchange services to the California Department of Public Health (CDPH), for the term of July 1, 2025 through June 30, 2026 with no exchange in funds;
b. Approve non-standard indemnity and insurance provisions as recommended by the Director of Health Services; and
c. Approve and authorize the Director of Health Services or designee to sign up to three (3) future amendments that do not significantly change the scope of services.

SUMMARY:

The County of Monterey Health Department, Public Health Bureau, Public Health Laboratory provides specialized testing services to detect and monitor infectious diseases, identify new and emerging diseases, conduct surveillance testing and serves as a reference laboratory for local hospitals.

DISCUSSION:

The Public Health Laboratory seeks approval to enter into an agreement with Primary Diagnostics, Inc. to maintain connection between the Public Health Laboratory's laboratory information system (LIS) software and LIS systems with California Department of Public Health Laboratories and other public health laboratories in California to ensure continuity of operations during public health emergencies.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:

The offices of the County Counsel and Auditor-Controller have reviewed and approved as to legal form and fiscal provisions.

FINANCING:
There is no exchange of funds with this agreement. There are sufficient appropriations in the Health Department's (001-4000-8124-HEA003) FY 2025-26 Adopted Budget.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This Agreement aligns with the Strategic Plan Goal of Safe and Well-Being and Quality of Life, specifically the key objective of Services: Provide service enhancements to support well-being and quality of life. It will allow the Public Health Laboratory to collaborate and securely exchange laboratory data statewide, especially during emergencies.

Mark a check to the related Board of Supervisors Strategic Plan:
_X_ Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities
____ Diverse and Thriving Economy
____ Dynamic Organization and Employer of Choice

Prepared by: Patricia Velarde, Management Analyst II, 796-1377
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Memorandum of Understanding

Introduced: 2/17/2026
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

a. Approve and authorize the Director of Health Services or designee to execute a retroactive Memorandum of Understanding between the County of Monterey and Primary Diagnostics, Inc. to provide essential data-exchange services to the California Department of Public Health (CDPH), for the term of July 1, 2025 through June 30, 2026 with no exchange in funds;
b. Approve non-standard indemnity and insurance provisions as recommended by the Director of Health Services; and
c. Approve and authorize the Director of Health Services or designee to sign up to three (3) future amendments that do not significantly change the scope of services.

RECOMMENDATION:
It is recommended that the County of Monterey Board of Supervisors:
a. Approve and authorize the Director of Health Services or designee to execute a retroactive Memorandum of Understanding between the County of Monterey and Primary Diagnostics, Inc. to provide essential data-exchange services to the California Department of Public Health (CDPH), for the term of July 1, 2025 through June 30, 2026 with no exchange in funds;
b. Approve non-standard indemnity and insurance provisions as recommended by the Director of Health Services; and
c. Approve and authorize the Director of Health Services or designee to sign up to three (3) future amendments that do not significantly change the scope of services.

SUMMARY:
The County of Monterey Health Department, Public Health Bureau, Public Health Laboratory provides specialized testing services to detect and monitor infectious diseases, identify new and emerging diseases, conduct surveillance testing and serves as a reference laboratory for local hospitals.

DISCUSSION:
The Public Health Laboratory seeks approval to enter into an agreement with Primary Diagnostics, Inc. to maintain connection between the Public Health Laboratory's laboratory information system (LIS) software and LIS systems with California Department of Public Health Laboratories and other public health laboratories in California to ensure continuity of operations during public health emergencies.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The offices of the County Counsel and Auditor-Controller have reviewed and approved as to legal form and fiscal provisions.

FINANCING:
There is no exchange of funds with this agreement. There are sufficient appropriations in the Health Department's (001-4000-8124-HEA003) FY 2025-26 Adopted Budget.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This Agreement aligns with the Strategic Plan Goal of Safe and Well-Being and Quality of Life, specifically the key objective of Services: Provide service enhancements to support well-being and quality of life. It will allow the Public Health Laboratory to collaborate and securely exchange laboratory data statewide, especially during emergencies.

Mark a check to the related Board of Supervisors Strategic Plan:
__X__ Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities
____ Diverse and Thriving Economy
____ Dynamic Organization and Employer of Choice

Prepared by: Patricia Velarde, Management Analyst II, 796-1377
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Memorandum of Understanding

Docusign Envelope ID: D0BF65FB-20C8-4725-9A37-9CE7614DBEAA

Memorandum of Understanding between the County of Monterey and Primary Diagnostics, Inc.

This Memorandum of Understanding (MOU) is between the County of Monterey, a political subdivision of the State of California (hereinafter "COUNTY"), and Primary Diagnostics, Inc. (hereinafter "VENDOR").

1.0 Background: There are 28 local public health laboratories in California that, in general, are the primary testing entities for disease surveillance and outbreak monitoring across the state. The COUNTY operates one of these public health laboratories. The 28 public health laboratories do not share a common software platform with which they can exchange requests for testing and results. The California Department of Public Health (CDPH) contracts with VENDOR to support data exchange between public health laboratories and with CDPH during disease surges, emergencies, and other situations where additional laboratory support may be needed statewide.

In the past, the relationship between the COUNTY and the VENDOR was governed primarily through a standalone Business Associate Agreement (BAA). Given the changed operational and legal landscape, the COUNTY now seeks to update this arrangement to more accurately reflect current and ongoing collaboration needs. This MOU serves to establish a formal framework for that relationship and will guide future contracting. The COUNTY's Business Associate Agreement (BAA) shall be used as part of this agreement.

2.0 Term: Subject to funding, this MOU will be retroactive to **July 1, 2025, through June 30, 2026**. This MOU may be amended in writing by both parties. Either party may terminate this MOU with a thirty (30) day advance written notice.

3.0 Notices: Notices to the parties in connection with this MOU shall be given by email as follows:

County of Monterey	**Primary Diagnostics, Inc**
Donna Ferguson	Jack Hysell
phone (831)755-4636	phone: (612)440-5337
email: fergusond@countyofmonterey.gov	email: jack.hysell@primary.health

4.0 COUNTY Responsibilities:

- COUNTY shall continue to submit and receive specimens for testing as well as exchange testing results as part of a California Department of Public Health (CDPH)-sponsored laboratory network program.

5.0 VENDOR Responsibilities:

- Vendor shall continue to maintain electronic test ordering and results reporting (ETOR) and lab order routing capabilities under a CDPH-sponsored program.

Docusign Envelope ID: D0BF65FB-20C8-4725-9A37-9CE7614DBEAA

6.0 Mutual Indemnification:

6.1 COUNTY hereby agrees to indemnify, defend, and save harmless VENDOR and its officers, agents, and employees, to the extent permitted by applicable law, from and against any and all claims and/or losses whatsoever accruing or resulting to any person, firm or corporation for damages, injury, or death incurred by reason of any act or failure to act by COUNTY or COUNTY's officers, agents, and employees in connections with the performance of this MOU .

6.2 VENDOR hereby agrees to indemnify, defend and save harmless COUNTY and its officers, agents and employees, to the extent permitted by applicable law, from and against any and all claims and/or losses whatsoever accruing or resulting to any person, firm or corporation for damages, injury, or death incurred by reason of any act or failure to act by VENDOR officers, agents and employees in connection with the performance of this MOU .

7.0 Both parties are responsible for providing proof of insurance or self-insurance for: (a) commercial general liability insurance or a program of self-insurance, including but not limited to premises, personal injuries, products, and completed operations, with a combined single limit of not less than $2,000,000 per occurrence and (b) workers' compensation insurance in accordance with California Labor Code section 3700 or an authorized program of self-insurance, with a minimum of $2,000,000 per occurrence for employer's liability. Both parties shall list the other as the certificate holder as follows:

County of Monterey	Primary Diagnostics, Inc.
1270 Natividad Road	595 Pacific Ave Floor 4
Salinas, CA 93906	San Francisco, CA

7.0 Fiscal Provisions: There is no exchange of funds between parties associated with this MOU .

Docusign Envelope ID: D0BF65FB-20C8-4725-9A37-9CE7614DBEAA

IN WITNESS WHEREOF, the parties hereto have executed this MOU by the authority as follows.

County of Monterey

By: _
Contracts/Purchasing Officer

Date: _

By: _
Elsa Jimenez
Director of Health Services
Date: _

Approved as to Content:

By: _ Signed by: Edward Moreno 941D7DB7DA784FA...
Edward L. Moreno, MD, MPH
Director of Public Health
Date: 2/13/2026 | 3:16 PM PST

Approved as to Legal Form:

By: _ Signed by: Kevin F. Serrano CF464EA4629E4B5...
Deputy County Counsel

Date: 2/11/2026 | 3:56 PM PST

Approved as to Fiscal Provisions:

By: _ DocuSigned by: Andrea Valentine 35834C99491E449...
Auditor/Controller

Date: 2/13/2026 | 9:23 AM PST

Approved as to Liability Provisions:

By: _ DocuSigned by: David Bolton 3E7A6EF11DD8446...
Risk Management

Date: 2/13/2026 | 8:58 AM PST

Primary Diagnostics, Inc.

By: _
INSERT AUTHORIZED SIGNER

Date: 2026-02-10

Docusign Envelope ID: D0BF65FB-20C8-4725-9A37-9CE7614DBEAA

CERTIFICATE *of* SIGNATURE

REF. NUMBER
5D3SS-9VVUD-SMCP8-PEB87

DOCUMENT COMPLETED BY ALL PARTIES ON
10 FEB 2026 20:41:38
UTC

SIGNER	TIMESTAMP	SIGNATURE
ANDREW KOBYLINSKI EMAIL ANDREW@PRIMARY.HEALTH	SENT 10 FEB 2026 20:25:55 VIEWED 10 FEB 2026 20:41:27 SIGNED 10 FEB 2026 20:41:38	 IP ADDRESS 98.33.77.154 LOCATION ALAMEDA, UNITED STATES

RECIPIENT VERIFICATION

EMAIL VERIFIED
10 FEB 2026 20:41:27

Docusign Envelope ID: D0BF65FB-20C8-4725-9A37-9CE7614DBEAA

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") effective retroactive to July 1, 2025 ("Effective Date"), is entered into by and among between the County of Monterey, a political subdivision of the State of California, on behalf of the Health Department ("Covered Entity") and Primary Diagnostics, 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, 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 for the Protection of Electronic Protected Health Information, 45 C.F.R. Part 160 and Part 164, subparts A and C (the "Security Rule") (collectively "HIPAA"), all as amended from time to time.

C. WHEREAS, the Parties are also committed to complying with the California Confidentiality Laws (defined below).

D. WHEREAS, to the extent that Business Associate is performing activities in connection with covered accounts for or on behalf of Covered Entity, the Parties are also committed to complying with applicable requirements of the Red Flag Rules issued pursuant to the Fair and Accurate Credit Transactions Act of 2003 ("Red Flag Rules").

E. WHEREAS, the Privacy and Security Rules require Covered Entity and Business Associate to enter into a business associate agreement that meets certain requirements with respect to the Use and Disclosure of PHI. This BAA sets forth the terms and conditions pursuant to which PHI, and, when applicable, Electronic Protected Health Information ("EPHI") shall be handled, in accordance with such requirements.

NOW THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this BAA, the Parties agree as follows:

AGREEMENT

1. DEFINITIONS

All capitalized terms used in this BAA but not otherwise defined shall have the meaning set forth in HIPAA.

Docusign Envelope ID: D0BF65FB-20C8-4725-9A37-9CE7614DBEAA

(a) "Breach" shall have the same meaning as "breach" as defined in 45 C.F.R. § 164.402; however, 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, privacy, or security of PHI or other personally identifiable information (PII), 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 California's data breach 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 individual, 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, when used in this BAA, includes EPHI.

(d) "Services" shall mean the services for or functions performed by Business Associate on behalf of Covered Entity pursuant to an underlying services agreement "(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 if done by Covered Entity;

(b) 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);

(c) 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);

(d) 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; and

(e) Use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1).

3. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI

3.1. Responsibilities of Business Associate. 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 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, Security Incident, or suspected Breach. 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 unauthorized access, acquisition, Use or Disclosure of PHI. For the avoidance of doubt, 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;

(i) 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 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) In consultation with Covered Entity, Business Associate shall promptly 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; and

Docusign Envelope ID: D0BF65FB-20C8-4725-9A37-9CE7614DBEAA

(iii) 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 other persons required by law to be notified. Business Associate shall assist with any notifications, as requested by Covered Entity. 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 notification to affected individuals, appropriate government agencies, and any other persons required by law to be notified (e.g., without limitation, the media or consumer reporting agencies), 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 (1) year of credit monitoring services and identity theft insurance) for affected individuals whose PHI or other PII has or may have been compromised as a result of the Breach.

(b) Implement appropriate administrative, physical, and technical safeguards and comply with the Security Rule and industry best practices to prevent Use and/or Disclosure of EPHI other than as provided for by this BAA;

(c) Obtain and maintain a written agreement with each of its Subcontractors that creates, receives, maintains, or transmits PHI that requires each such Subcontractor to adhere to restrictions and conditions that are at least as restrictive as those that apply to Business Associate pursuant to this BAA. Upon request, Business Associate shall provide Covered Entity with copies of its written agreements with such Subcontractors;

(d) 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 HIPAA. Business Associate shall immediately notify Covered Entity of any such requests by the Secretary and, upon Covered Entity's request, provide Covered Entity with any copies of documents Business Associate provided to the Secretary. In addition, Business Associate shall promptly make available to Covered Entity such practices, records, books, agreements, policies and procedures 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. The fact that Covered Entity has the right to inspect, inspects, or fails to inspect Business Associate's internal practices, records, books, agreements, policies and procedures does not relieve Business Associate of its responsibility to comply with this BAA, regardless of whether Covered Entity detects or fails to detect a violation by Business Associate, nor does it constitute Covered Entity's acceptance of such practices or waiver of Covered Entity's rights under this BAA;

Docusign Envelope ID: D0BF65FB-20C8-4725-9A37-9CE7614DBEAA

(e) Document Disclosures of PHI and information related to such Disclosure and, within twenty (20) 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 and the HITECH Act. At a minimum, the Business Associate shall provide 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 Covered Entity. The Business Associate shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section;

(f) Subject to Section 4.4 below, return to Covered Entity in a mutually agreeable format and medium, or destroy, within thirty (30) days of the termination of this BAA, the PHI in its possession and retain no copies, including backup copies;

(g) Use, 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;

(h) 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, or to the individual, if so directed by Covered Entity, to meet a request by an individual under 45 C.F.R. § 164.524 or California Confidentiality Laws. Business Associate shall notify Covered Entity within five (5) 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 five (5) days of its receipt of a request for amendment of PHI from an individual.

(i) 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;

(j) 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;

(k) Unless prohibited by law, notify Covered Entity as soon as possible and in no case later than five (5) days after the Business Associate's receipt of any request

Docusign Envelope ID: D0BF65FB-20C8-4725-9A37-9CE7614DBEAA

or subpoena for PHI. To the extent that Covered Entity decides to assume responsibility for challenging the validity of such request, the Business Associate shall cooperate fully with Covered Entity in such challenge; and

(l) Maintain policies and procedures materially in accordance with HIPAA and California Confidentiality Laws and industry standards designed to ensure the confidentiality, availability, and integrity of Covered Entity's data and protect against threats or vulnerabilities to such data.

3.2 Business Associate Acknowledgment.

(a) Business Associate acknowledges that, as between the Business Associate and Covered Entity, all PHI shall be and remain the sole property of Covered Entity.

(b) Business Associate is not permitted to Use PHI to create de-identified information except as approved in writing by Covered Entity.

(c) Business Associate further acknowledges that it is obligated by law to comply, and represents and warrants that it shall comply, with HIPAA. Business Associate shall comply with all California Confidentiality Laws, to the extent that such state laws are not preempted by HIPAA.

(d) Business Associate further acknowledges that Uses and Disclosures of PHI must be consistent with Covered Entity's privacy practices, as stated in Covered Entity's Notice of Privacy Practices. The current Notice of Privacy Practices can be retrieved online from the Covered Entity's webpage. Business Associate agrees to review the Notice of Privacy Practices at this URL at least once annually while doing business with Covered Entity to ensure it remains updated on any changes to the Notice of Privacy Practices Covered Entity may make.

3.3 Responsibilities of Covered Entity. Covered Entity shall notify Business Associate of any (i) changes in, or withdrawal of, the authorization of an individual regarding the Use or Disclosure of PHI provided to Covered Entity pursuant to 45 C.F.R. § 164.508, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI; or (ii) 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 until all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or if it is infeasible to return or destroy PHI, protections are extended to such PHI, in accordance with the termination provisions in Section 4.4. Certain provisions and requirements of this BAA shall survive its expiration or other termination as set forth in Section 5 herein.

Docusign Envelope ID: D0BF65FB-20C8-4725-9A37-9CE7614DBEAA

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 without penalty; 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 all Services Agreements between Covered Entity and Business Associate that would necessitate having this BAA in place.

4.4 Effect of Termination. Upon termination or expiration of this BAA for any reason, Business Associate shall return or destroy 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 or destroying the PHI, Business Associate shall recover any PHI in the possession of its Subcontractors. Business Associate shall certify in writing that all PHI has been returned or securely destroyed, and no copies retained, upon Covered Entity's request. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall notify Covered Entity in writing of the condition that makes return or destruction infeasible. If Covered Entity agrees that return or destruction of the PHI is infeasible, as determined in its sole discretion, Business Associate shall: (i) retain only that PHI which is infeasible to return or destroy; (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 Sections 2 and 3 above, which applied prior to termination; and (v) return to Covered Entity the PHI retained by Business Associate when such return is no longer infeasible.

5. MISCELLANEOUS

5.1 Survival. The obligations of Business Associate under the provisions of Sections 3.1, 3.2, and 4.4 and Article 5 shall survive termination of this BAA until such time as all PHI is returned to Covered Entity or destroyed.

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 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.

Docusign Envelope ID: D0BF65FB-20C8-4725-9A37-9CE7614DBEAA

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 or email to the facsimile telephone numbers or email addresses listed below.

If to Business Associate, to:

Attn: Andrew Kobylinsky, CEO
595 Pacific Ave Floor 4
San Francisco, CA 94133
Phone: (412)216-3295
Fax:
Email: andrew@primary.health

If to Covered Entity, to:

County of Monterey Health Department
Attn: Compliance/Privacy Officer
1270 Natividad Road
Salinas, CA 93906
Phone: 831-755-4018
Fax: 831-755-4797
Email: sumeshwarsd@co.monterey.ca.us

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 and electronic 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 HIPAA 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, HIPAA or California Confidentiality Laws, 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 Services Agreement between the Parties.

5.9 Applicability of Terms. This BAA applies to all present and future Services 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.

A.K.
Contractor

~~5.10 Insurance~~. ~~In addition to any general and/or professional liability insurance required of Business Associate under the Services Agreement, 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 expenses, fines, and compliance costs arising from a breach of the obligations of Business Associate, its officers, employees, agents and Subcontractors under this BAA. Without limiting the foregoing, at a minimum, Business Associate's required insurance under this Section shall include cyber liability insurance covering breach notification expenses, network security and privacy liability. The insurance coverage limits, per claim and in the aggregate, shall not be less than the following amounts based upon the number of unique patient served under this agreement:~~

_____
County

Unique Patients	Coverage
Less than 12,001	$2,000,000
12,001 – 30,000	$3,000,000
30,001 – 60,000	$5,000,000
More than 60,000	$10,000,000

If the Business Associate maintains broader coverage and/or higher limits than these minimums, the Covered Entity requires, and shall be entitled to, the broader coverage and/or the higher limits maintained by the Business Associate. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be

Docusign Envelope ID: D0BF65FB-20C8-4725-9A37-9CE7614DBEAA

available to the Covered Entity. 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) calendar 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. This includes, without limitation, any allegation that Business Associate has violated HIPAA or other federal or state privacy or security laws.

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, compliance review, or complaint investigation by the Secretary or other state or federal agency related to compliance with HIPAA or the California Confidentiality Laws.

5.13 Assistance in Litigation or Administrative Proceedings. Business Associate shall make itself, and any Subcontractors, employees, or agents assisting Business Associate in the performance of its obligations under any Services Agreements, available to Covered Entity, at no cost to Covered Entity, to testify in any claim commenced against Covered Entity, its directors, officers, employees, successors, and assigns based upon claimed violation by Business Associate or its agents or subcontractors of HIPAA or other applicable law, except where Business Associate or its Subcontractor, employee, or agent is a named adverse party.

5.14 No Offshore Work. In performing the Services for, or on behalf of, Covered Entity, Business Associate shall not, and shall not permit any of its Subcontractors, to transmit or make available any PHI to any entity or individual outside the United States without the prior written consent of Covered Entity.

5.15 Information Blocking Rules. Business Associate shall not take any action, or refuse to take any action, with regard to Covered Entity's electronic health information that would result in "information blocking" as prohibited by 42 U.S.C. § 300jj-52 and 45 C.F.R. Part 171 (collectively, "Information Blocking Rules"). Business Associate and Covered Entity shall cooperate in good faith to ensure Covered Entity's electronic health information is accessed, exchanged, and used in compliance with the Information Blocking Rules.

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:	By:
Print Name Andrew Kobylinski	Print Name: Elsa Mendoza Jimenez
Print Title CEO	Print Title: Director of Health Services
Date: 2026-02-10	Date:

Signed by:
Kevin F. Serrano
CF464EA4829E4B5...
Deputy County Counsel
2/11/2026 | 3:56 PM PST

DocuSigned by:
David Bolton
3E7A6EF11DD8446...
Risk Manager
2/13/2026 | 8:58 AM PST

CERTIFICATE *of* SIGNATURE

REF. NUMBER
DGQC8-ZGPMC-PQGTK-PENJK

DOCUMENT COMPLETED BY ALL PARTIES ON
10 FEB 2026 20:41:06 UTC

SIGNER	TIMESTAMP	SIGNATURE
ANDREW KOBYLINSKI EMAIL **ANDREW@PRIMARY.HEALTH**	SENT **10 FEB 2026 20:14:12** VIEWED **10 FEB 2026 20:40:47** SIGNED **10 FEB 2026 20:41:06**	 IP ADDRESS **98.33.77.154** LOCATION **ALAMEDA, UNITED STATES**

RECIPIENT VERIFICATION

EMAIL VERIFIED
10 FEB 2026 20:40:47

Docusign Envelope ID: D0BF65FB-20C8-4725-9A37-9CE7614DBEAA

CERTIFICATE *of* SIGNATURE

REF. NUMBER
ERHB9-URQUA-SDZN3-RWXNZ

DOCUMENT COMPLETED BY ALL PARTIES ON
10 FEB 2026 21:55:52 UTC

SIGNER	TIMESTAMP	INITIALS
ANDREW KOBYLINSKI EMAIL **ANDREW@PRIMARY.HEALTH**	SENT **10 FEB 2026 21:49:28** VIEWED **10 FEB 2026 21:55:31** SIGNED **10 FEB 2026 21:55:52**	 IP ADDRESS **98.33.77.154** LOCATION **ALAMEDA, UNITED STATES**

RECIPIENT VERIFICATION

EMAIL VERIFIED
10 FEB 2026 21:55:31

Docusign Envelope ID: D0BF65FB-20C8-4725-9A37-9CE7614DBEAA

Addendum No.1

To Agreement by and between
County of Monterey, Health Department, Public Health Bureau,
AND
Primary Diagnostics, Inc

This Addendum No.1 amends and modifies the County of Monterey Business Associate Agreement (hereinafter "Agreement") by and between the County of Monterey, on behalf of the Health Department, Public Health Bureau (hereinafter "COUNTY") and **Primary Diagnostics, Inc**
(hereinafter "CONTRACTOR").

This Addendum No.1 has the full force and effect as if set forth within the Terms. To the extent that any of the terms or conditions contained in this Addendum No.1 may contradict or conflict with any of the terms and conditions of the Agreement, it is expressly understood and agreed that the terms and conditions of this Addendum No.1 shall take precedence and supersede the Agreement.

NOW, THEREFORE, COUNTY and CONTRACTOR hereby agree as follows:

1. Section 5.10 Insurance of the Agreement is hereby added to read in its entirety as follows:

   In addition to any general and/or professional liability insurance required of Business Associate under the Services Agreement, 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 expenses, fines, and compliance costs arising from a breach of the obligations of Business Associate, its officers, employees, agents and Subcontractors under this BAA. Without limiting the foregoing, at a minimum, Business Associates' required insurance under this Section shall include cyber liability insurance covering breach notification expenses, network security and privacy liability. The insurance coverage limits, per claim and in the aggregate, shall not be less than the following amounts based upon the number of unique patient served under this agreement:

Unique Patients	Coverage
Less than 12,001	$2,000,000
12,001 30,000	$3,000,000
30,001 60,000	$5,000,000
More than 60,000	$10,000,000

If the Business Associate maintains broader coverage and/or higher limits than these

Docusign Envelope ID: D0BF65FB-20C8-4725-9A37-9CE7614DBEAA

minimums, the Covered Entity requires, and shall be entitled to, the broader coverage and/or the higher limits maintained by the Business Associate. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Covered Entity. Such insurance coverage will be maintained for the term 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.

The insurance coverage limits, per claim and in the aggregate, shall not be less than $2,000,000. Any increases to the required minimum coverage limits may only be implemented upon mutual written agreement of both parties

2. Except as provided herein, all other terms and conditions of this Standard Agreement with Primary Diagnostics, Inc. shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum No.1, by the authority as follows:

CONTRACTOR-Primary Diagnostics, Inc

Approved:

By: _____

Andrew Kobylinski, CEI

Name and Title

Date: 2026-02-10

Approved:

By: _____

Name and Title

Date: _____

COUNTY OF MONTEREY

Approved as to Form

Signed by:

By: Kevin F. Serrano

CF464EA4829E4B5...

Deputy County Counsel

Date: 2/11/2026 | 3:56 PM PST

Approved:

DocuSigned by:

By: Andrew Valentine

25834C99491E449...

Auditor/Controller

Date: 2/13/2026 | 9:23 AM PST

Approved:

By: _____

Elsa Jimenez/ Director of Health

Date: _____

Approved:

By: _____

Contracts/Purchasing

Date: _____

DocuSigned by:

David Bolton

3E7A6EF11DD8446...

Risk Manager

2/13/2026 | 8:58 AM PST

Docusign Envelope ID: D0BF65FB-20C8-4725-9A37-9CE7614DBEAA

CERTIFICATE *of* SIGNATURE

REF. NUMBER
ATJBB-6VLTL-YB98R-7HFUO

DOCUMENT COMPLETED BY ALL PARTIES ON
10 FEB 2026 20:37:42 UTC

SIGNER	TIMESTAMP	SIGNATURE
ANDREW KOBYLINSKI EMAIL **ANDREW@PRIMARY.HEALTH**	SENT **10 FEB 2026 20:21:12** VIEWED **10 FEB 2026 20:37:23** SIGNED **10 FEB 2026 20:37:42**	 IP ADDRESS **98.33.77.154** LOCATION **ALAMEDA, UNITED STATES**

RECIPIENT VERIFICATION

EMAIL VERIFIED
10 FEB 2026 20:37:23

Introduced: 2/19/2026

Current Status: Health Department - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Contracts and Purchasing Officer or designee to sign the Service Order Form with Verizon Communications Inc., dba Verizon Connect Fleet USA, LLC. ("Verizon"), applying the terms and conditions of the cooperative purchasing agreement between Verizon Connect NWF Inc.("VCN") (formerly Networkfleet, Inc.) and Sourcewell (formerly NJPA) (Contract #020221-NWF) in effect as of the date the County's order was received by VCN (''Sourcewell Contract''), for vehicle tracking equipment and subscription services, for a term beginning upon execution through June 30, 2028, for a total contract liability of $150,000 with a maximum of $50,000 for each of FY 25-26, FY 26-27, and FY 26-28;
b. Approve and authorize the Director of Health Services or designee to sign additional Service Order Forms, applying the terms and conditions of the Sourcewell Contract, not to exceed $50,000 for each of FY 25-26, FY 26-27, and FY 26-28, for a total revised contract liability of $300,000 for all Service Order Forms for FY 25-26, FY 26-27, and FY 27-28 in the aggregate; and
c. Approve recommendation of the Director of Health Services to accept non-standard risk terms, including disclaimer of warranties, limitation of liability, indemnification, and payment provisions.

RECOMMENDATION:

It is recommended that the County of Monterey Board of Supervisors:
a. Approve and authorize the Contracts and Purchasing Officer or designee to sign the Service Order Form with Verizon Communications Inc., dba Verizon Connect Fleet USA, LLC. ("Verizon"), applying the terms and conditions of the cooperative purchasing agreement between Verizon Connect NWF Inc.("VCN") (formerly Networkfleet, Inc.) and Sourcewell (formerly NJPA) (Contract #020221-NWF) in effect as of the date the County's order was received by VCN (''Sourcewell Contract''), for vehicle tracking equipment and subscription services, for a term beginning upon execution through June 30, 2028, for a total contract liability of $150,000 with a maximum of $50,000 for each of FY 25-26, FY 26-27, and FY 26-28;
b. Approve and authorize the Director of Health Services or designee to sign additional Service Order Forms, applying the terms and conditions of the Sourcewell Contract, not to exceed $50,000 for each of FY 25-26, FY 26-27, and FY 26-28, for a total revised contract liability of $300,000 for all Service Order Forms for FY 25-26, FY 26-27, and FY 27-28 in the aggregate; and
c. Approve recommendation of the Director of Health Services to accept non-standard risk terms, including disclaimer of warranties, limitation of liability, indemnification, and payment provisions.

SUMMARY:
The Monterey County Health Department (MCHD) utilizes a large fleet of vehicles across six bureaus to support essential functions such as environmental health inspections, animal control services, public health visits, and behavioral health outreach. Verizon Connect Reveal provides critical fleet safety tools-including real-time vehicle location, driving analytics, and maintenance tracking-that enhance employee and client safety, especially in rural areas. Continued access to upgraded 4G tracking equipment and associated services will maintain safety, improve fleet efficiency, and support operational decision-making. Approval also authorizes the Director of Health Services, or designee, to sign additional Service Order Forms for new vehicles to streamline procurement. The County will leverage a competitively bid Sourcewell contract to secure discounted pricing and avoid the costs of issuing a separate solicitation.

DISCUSSION:
MCHD's work requires reliable fleet operations that reach rural and remote regions of Monterey County. Verizon Connect Reveal's GPS system has proven valuable for locating vehicles during breakdowns or accidents, increasing the safety of staff and clients in the field. The upgraded 4G devices will provide more accurate tracking, improving response time and safety outcomes.

The Reveal platform provides real-time safety alerts such as speeding, harsh braking, long idle times, and vehicles crossing county boundaries. These data points support safer driving practices and allow supervisors to monitor and address high-risk incidents. Program and fiscal managers also benefit from precise mileage and usage data, which improves fleet utilization planning, cost tracking, and preventive maintenance scheduling.
Because multiple new vehicles are being purchased across MCHD bureaus, granting authority to the Director of Health Services to sign additional Service Order Forms ensures timely installation of necessary equipment and avoids delays caused by returning to the Board for each individual approval. The Department has utilized Verizon Connect services since 2012 and seeks continuation at a discounted rate through Sourcewell's competitively-bid contract, saving both time and procurement costs.

OTHER AGENCY INVOLVEMENT:
The office of County Counsel and Auditor-Controller have reviewed and approved this Agreement as to legal form, and fiscal payment provisions.

FINANCING:
Appropriations for this Agreement are included in the Health Department's (HEA014-8438) FY 2025-26 Adopted Budget, and provision for it will be made in the Department's Requested Budget for the years out.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
This recommendation supports Safe and Resilient Communities by enhancing field staff safety through real-time vehicle tracking, upgraded GPS accuracy, and driving behavior analytics. These tools help prevent accidents, improve emergency response, and ensure employee safety in remote areas.

Mark a check next to the related Board of Supervisors Strategic Plan Goals:
____ Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
_X_ Safe and Resilient Communities
____ Diverse and Thriving Economy

Prepared by: Daniel Lucio, Management Analyst II, 755-4927
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Agreement

Introduced: 2/19/2026 **Current Status:** Agenda Ready

Version: 1 **Matter Type:** BoS Agreement

a. Approve and authorize the Contracts and Purchasing Officer or designee to sign the Service Order Form with Verizon Communications Inc., dba Verizon Connect Fleet USA, LLC. ("Verizon"), applying the terms and conditions of the cooperative purchasing agreement between Verizon Connect NWF Inc.("VCN") (formerly Networkfleet, Inc.) and Sourcewell (formerly NJPA) (Contract #020221-NWF) in effect as of the date the County's order was received by VCN (''Sourcewell Contract''), for vehicle tracking equipment and subscription services, for a term beginning upon execution through June 30, 2028, for a total contract liability of $150,000 with a maximum of $50,000 for each of FY 25-26, FY 26-27, and FY 26-28;
b. Approve and authorize the Director of Health Services or designee to sign additional Service Order Forms, applying the terms and conditions of the Sourcewell Contract, not to exceed $50,000 for each of FY 25-26, FY 26-27, and FY 26-28, for a total revised contract liability of $300,000 for all Service Order Forms for FY 25-26, FY 26-27, and FY 27-28 in the aggregate; and
c. Approve recommendation of the Director of Health Services to accept non-standard risk terms, including disclaimer of warranties, limitation of liability, indemnification, and payment provisions.

RECOMMENDATION:

It is recommended that the County of Monterey Board of Supervisors:
a. Approve and authorize the Contracts and Purchasing Officer or designee to sign the Service Order Form with Verizon Communications Inc., dba Verizon Connect Fleet USA, LLC. ("Verizon"), applying the terms and conditions of the cooperative purchasing agreement between Verizon Connect NWF Inc.("VCN") (formerly Networkfleet, Inc.) and Sourcewell (formerly NJPA) (Contract #020221-NWF) in effect as of the date the County's order was received by VCN (''Sourcewell Contract''), for vehicle tracking equipment and subscription services, for a term beginning upon execution through June 30, 2028, for a total contract liability of $150,000 with a maximum of $50,000 for each of FY 25-26, FY 26-27, and FY 26-28;
b. Approve and authorize the Director of Health Services or designee to sign additional Service Order Forms, applying the terms and conditions of the Sourcewell Contract, not to exceed $50,000 for each of FY 25-26, FY 26-27, and FY 26-28, for a total revised contract liability of $300,000 for all Service Order Forms for FY 25-26, FY 26-27, and FY 27-28 in the aggregate; and
c. Approve recommendation of the Director of Health Services to accept non-standard risk terms, including disclaimer of warranties, limitation of liability, indemnification, and payment provisions.

SUMMARY:

The Monterey County Health Department (MCHD) utilizes a large fleet of vehicles across six bureaus to support essential functions such as environmental health inspections, animal control services, public health visits, and behavioral health outreach. Verizon Connect Reveal provides critical fleet safety

tools-including real-time vehicle location, driving analytics, and maintenance tracking-that enhance employee and client safety, especially in rural areas. Continued access to upgraded 4G tracking equipment and associated services will maintain safety, improve fleet efficiency, and support operational decision-making. Approval also authorizes the Director of Health Services, or designee, to sign additional Service Order Forms for new vehicles to streamline procurement. The County will leverage a competitively bid Sourcewell contract to secure discounted pricing and avoid the costs of issuing a separate solicitation.

DISCUSSION:
MCHD's work requires reliable fleet operations that reach rural and remote regions of Monterey County. Verizon Connect Reveal's GPS system has proven valuable for locating vehicles during breakdowns or accidents, increasing the safety of staff and clients in the field. The upgraded 4G devices will provide more accurate tracking, improving response time and safety outcomes.

The Reveal platform provides real-time safety alerts such as speeding, harsh braking, long idle times, and vehicles crossing county boundaries. These data points support safer driving practices and allow supervisors to monitor and address high-risk incidents. Program and fiscal managers also benefit from precise mileage and usage data, which improves fleet utilization planning, cost tracking, and preventive maintenance scheduling.
Because multiple new vehicles are being purchased across MCHD bureaus, granting authority to the Director of Health Services to sign additional Service Order Forms ensures timely installation of necessary equipment and avoids delays caused by returning to the Board for each individual approval. The Department has utilized Verizon Connect services since 2012 and seeks continuation at a discounted rate through Sourcewell's competitively-bid contract, saving both time and procurement costs.

OTHER AGENCY INVOLVEMENT:
The office of County Counsel and Auditor-Controller have reviewed and approved this Agreement as to legal form, and fiscal payment provisions.

FINANCING:
Appropriations for this Agreement are included in the Health Department's (HEA014-8438) FY 2025-26 Adopted Budget, and provision for it will be made in the Department's Requested Budget for the years out.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
This recommendation supports Safe and Resilient Communities by enhancing field staff safety through real-time vehicle tracking, upgraded GPS accuracy, and driving behavior analytics. These tools help prevent accidents, improve emergency response, and ensure employee safety in remote areas.

Mark a check next to the related Board of Supervisors Strategic Plan Goals:
____ Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
_X_ Safe and Resilient Communities
____ Diverse and Thriving Economy

Prepared by: Daniel Lucio, Management Analyst II, 755-4927
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Agreement

Docusign Envelope ID: FE5B2E7F-C1BE-40DF-B5E8-F488A2317695

5055 North Point Pkwy
Alpharetta, GA 30022-3074
Fax: (781) 577-4793

Customer Service: 1-844-617-1100
Customer Service:
www.verizonconnect.com

SERVICES ORDER FORM

verizon connect

GENERAL INFORMATION				
Order Date: February 13, 2026	Customer Reference Number:		VCF Salesperson Name: Jesse Holmstrom	Region: VZT
Company Name: County of Monterey, on behalf of County of Monterey Health Department			Officer or Owner: Daniel Lucio	Telephone: 8312069931
Address (Mailing or Invoicing Address): 1270 NATIVIDAD RD			Officer/Owner Email Address: lucioda@countyofmonterey.gov	Cell Phone: 8312069931
City: SALINAS	State: CA	Zip Code: 93906-3144	Installation Contact if other than Officer/Owner:	Telephone:
Please advise your VCF scheduler if there are multiple shipping or installation addresses			Accounts Payable Contact, if other than Officer/Owner:	Telephone:
			Email:	

SUBSCRIPTION SERVICES:

QUANTITY	DESCRIPTION	MONTHLY PER UNIT FEE	MONTHLY TOTALS
35	Vehicle Tracking Subscription	18.95 USD	663.25 USD

TOTAL MONTHLY AMOUNT	663.25 USD

Agreement Length: 12 Months from the Subscription Start Date.
The "Subscription Start Date" is the earlier of (i) the date of installation of any Equipment or (ii) passage of 90 days after the date of shipment. The monthly bundled rate for is invoiced monthly on the first of the month following the month of the Subscription Start Date if Customer elects to be invoiced monthly. Billing for each ordered subscription shall start at the earlier of (i) the date of installation of the applicable Equipment or (ii) the passage of 90 days after the date of shipment.

Both parties agree to enter into a contract under the terms and conditions of Sourcewell contract 102924-NWF on March 17, 2026.

This promotion is available to new and existing Reveal Sourcewell contract customers; excluding GSA, OEM customers, Seasonal contracts, Month to Month contracts, Annual billing, Networkfleet customers, and migrations. Purchasers of Reveal Vehicle Tracking Subscriptions, may qualify for a $50 Bill Incentive Credit, to be applied in $6.25 increments over 8 months. Application of this promotional discount will commence on the 4th billing cycle from the date of shipment. Purchasers of Reveal Road-facing AI Dashcams or Dual Channel AI Dashcams, may qualify for a $75 Bill Incentive Credit, to be applied in $9.38 increments over 8 months. Application of this promotional discount will commence on the 4th billing cycle from the date of shipment. Purchasers of both Reveal Vehicle Tracking Subscriptions and Road-facing AI Dashcams or Dual Channel AI Dashcams, may qualify for a combined $150 Bill Incentive Credit: a $75 Bill Incentive Credit will be applied to each Subscriptions Product, to be applied in $9.38 increments over 8 months. Application of this promotional discount will commence on the 4th billing cycle from the date of shipment. Minimum purchase of 5 units each product required to qualify for promotion: 5 Reveal Vehicle Tracking Subscriptions, 5 Road-facing AI Dashcams or 5 Dual Channel AI Dashcams, or 5 of both Reveal Vehicle Tracking Subscriptions and Road-facing AI Dashcams or Dual Channel AI Dashcams. Minimum 12 month subscription. Promo credits end if eligibility requirements are no longer met. We reserve the right to charge the amount of the credit to your account if you cancel service or drop a qualifying service during the credit period. May not be combined with any other offers or promotions; must be purchased from a Verizon Connect representative; subject to credit review and a deposit may be required; excludes unit rewrites. Early cancellation or termination fees and other taxes, fees and terms may apply. In the event of a conflict between the terms of this promotion and the terms in the customer contract, including but not limited to terms regarding minimum purchase obligations, the terms in the customer contract govern. Offer valid through March 31, 2026 or while supplies last. (c) 2026 Verizon

Excludes Applicable Taxes and Fees

ONE-TIME FEES (per Occurrence):

QUANTITY	DESCRIPTION		AMOUNT	EXTENDED PRICE
		Total One-Time Fees		**0.00 U**

Docusign Envelope ID: FE5B2E7F-C1BE-40DF-B5E8-F488A2317695

5055 North Point Pkwy
Alpharetta, GA 30022-3074
Fax: (781) 577-4793

SERVICES ORDER FORM

Customer Service: 1-844-617-1100
Customer Service:
www.verizonconnect.com

COVERT INSTALLATION: Unknown	**EXCLUDES APPLICABLE TAXES AND FEES**

ORDER TERMS:
Customer agrees that the purchase and/or licensing of the products and/or services set forth in this order is subject to the terms and conditions in the contract between Verizon Connect NWF Inc.(VCN) (formerly Networkfleet, Inc.) and Sourcewell (formerly NJPA) (Contract #020221-NWF) that are in effect as of the date the order was received by VCN (''Sourcewell Contract''). The Sourcewell Contract terms and conditions are available at https://www.sourcewell-mn.gov/cooperative-purchasing/020221-nwf. If, in accordance with the terms of the Sourcewell Contract, Customer and VCN have executed an additional separate written agreement (''Customer Addendum'') with respect to the products and/or services set forth in this order, the terms and conditions set forth in the Customer Addendum shall also apply with respect to the products and/or services set forth in this order. Unless otherwise specified, this Order Form is valid for 30 days after the Order Date. Please remit a signed copy of this Order Form to your VCF Salesperson within the validity period.
INSTALLATION NOTES (not valid for changes to billing, payment or other contract terms):
Vaif attached

Customer Name: County of Monterey, on behalf of County of Monterey Health Department	
By (signature) Date:	

Approved as to Form:

DocuSigned by:
Stacy Saetta
C0ECE1B99F444A9...

Stacy Saetta

Chief Deputy County Counsel

2/18/2026 | 11:34 PM PST

Introduced: 2/19/2026

Current Status: Health Department - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Director of Health Services or designee to execute a non-standard data sharing participation agreement with Manifest MedEx (MX), a California non-profit public benefit corporation, to participate in the Data Exchange Framework; Data Sharing - Electronic Health Information Exchange commencing upon execution and shall remain in effect until terminated as set forth in the Agreement, for a total Agreement amount of $800,000;
b. Approve the recommendation of Director of Health Services to accept all non-standard risk terms and provisions; and
c. Approve and authorize the Director of Health Services or designee to execute up to three (3) future Amendments to this Agreement that in total do not exceed 10% ($80,000) of the Agreement amount, do not significantly change the scope of work, and do not exceed a revised maximum amount of $880,000.

RECOMMENDATION:
It is recommended by the County of Monterey Board of Supervisors:
a. Approve and authorize the Director of Health Services or designee to execute a non-standard data sharing participation agreement with Manifest MedEx (MX), a California non-profit public benefit corporation, to participate in the Data Exchange Framework; Data Sharing - Electronic Health Information Exchange commencing upon execution and shall remain in effect until terminated as set forth in the Agreement, for a total Agreement amount of $800,000;
b. Approve the recommendation of Director of Health Services to accept all non-standard risk terms and provisions; and
c. Approve and authorize the Director of Health Services or designee to execute up to three (3) future Amendments to this Agreement that in total do not exceed 10% ($80,000) of the Agreement amount, do not significantly change the scope of work, and do not exceed a revised maximum amount of $880,000.

SUMMARY:
In order to address current data exchange gaps previously identified by the County of Monterey Behavioral Health Bureau and comply with current data exchange requirements from California Health and Human Services, the County of Monterey Health Department previously executed an agreement with Serving Communities Health Information Organization (SCHIO), a regional exchange that become a data exchange for our Medi-CAL managed care plan and several regional partners. SCHIO will now be discontinuing services after December 31, 2025, and transitioning partners to Manifest MedEx. Manifest MedEx is the largest health and social services information exchange in California.

DISCUSSION:

In 2021, California Health and Safety Code § 130290 established the California Health and Human Services Data Exchange Framework. This framework requires certain data sharing among Medi-Cal Managed Care Plans, hospitals, physician organizations, and certain health providers. County health, public health, and social service providers are highly encouraged to participate in the Data Exchange Framework. While various county agencies are encouraged to participate in the data exchange framework, county behavioral health agencies requesting funds to participate in the California Advancing and Innovating Medi-CAL (Cal-AIM) initiative are required to participate in the Data Exchange Framework.

The framework includes a single data sharing agreement and a set of common policies and procedures. The agreement is intended to facilitate data exchange between the participants in compliance with all applicable federal, state, and local laws, regulations, and policies. This agreement sets forth a common set of terms, conditions, and obligations to support secure real-time access to, or exchange of, Health and Social Services Information between and among the participants.

While California Health and Human Services has not required specific technology to adhere to the requirements outlined in the Data Exchange Framework, they have recognized nine Qualified Health Information Organizations (QHIO)s that facilitate data exchanges among participants in accordance with the Data Exchange Framework. Earlier this year, the County of Monterey Health Department executed an agreement with Serving Communities Health Information Organization (SCHIO), a regional exchange and one of the QHIOs identified by California Health and Human Services that become a data exchange for our Medi-CAL managed care plan and several regional partners. SCHIO will now be discontinuing services after December 31, 2025, and transitioning partners to the largest non-profit QHIO in California, Manifest MedEx.

Onboarding onto Manifest MedEx will address current data exchange gaps previously identified by the County of Monterey Behavioral Health Bureau and by sending and receiving more complete health and social services information, will ultimately ensure optimal health services are provided to the community.

OTHER AGENCY INVOLVEMENT:
The office of the County Counsel and Auditor Controller have reviewed and approved this non-standard agreement as to form and fiscal provisions, respectively.

FINANCING:
There is no impact to the General Fund from approval of this action. There are sufficient appropriations in the Behavioral Health Bureau's FY 2025-26 Adopted Budget (023-4000-HEA012) and provision for this Agreement will be made in the future FY's.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
As this work ensures more complete health and social services information is readily available to providers and stakeholders, this work advances the Board of Supervisors 2025-2028 Strategic Plan Goal to provide Well-Being and Quality of Life by providing data that can be used to address Health and Facilities strategies to coordinate and develop a plan for transition services and resources and identify opportunities to address Countywide continuum service

delivery goals. It also addresses Service enhancements by connecting individuals to services and can be used to further connect agencies to mitigate food insecurity gaps.

Mark a check to the related Board of Supervisors Strategic Initiatives:
_X_ Well-Being and Quality of Life
___ Sustainable Infrastructure for the Present and Future
___ Safe and Resilient Communities
___ Diverse and Thriving Economy

Prepared by: Richard Wagreich, Departmental Information Systems Manager II, 755-4351
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Agreement

Introduced: 2/19/2026
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

a. Approve and authorize the Director of Health Services or designee to execute a non-standard data sharing participation agreement with Manifest MedEx (MX), a California non-profit public benefit corporation, to participate in the Data Exchange Framework; Data Sharing - Electronic Health Information Exchange commencing upon execution and shall remain in effect until terminated as set forth in the Agreement, for a total Agreement amount of $800,000;
b. Approve the recommendation of Director of Health Services to accept all non-standard risk terms and provisions; and
c. Approve and authorize the Director of Health Services or designee to execute up to three (3) future Amendments to this Agreement that in total do not exceed 10% ($80,000) of the Agreement amount, do not significantly change the scope of work, and do not exceed a revised maximum amount of $880,000.

RECOMMENDATION:
It is recommended by the County of Monterey Board of Supervisors:
a. Approve and authorize the Director of Health Services or designee to execute a non-standard data sharing participation agreement with Manifest MedEx (MX), a California non-profit public benefit corporation, to participate in the Data Exchange Framework; Data Sharing - Electronic Health Information Exchange commencing upon execution and shall remain in effect until terminated as set forth in the Agreement, for a total Agreement amount of $800,000;
b. Approve the recommendation of Director of Health Services to accept all non-standard risk terms and provisions; and
c. Approve and authorize the Director of Health Services or designee to execute up to three (3) future Amendments to this Agreement that in total do not exceed 10% ($80,000) of the Agreement amount, do not significantly change the scope of work, and do not exceed a revised maximum amount of $880,000.

SUMMARY:
In order to address current data exchange gaps previously identified by the County of Monterey Behavioral Health Bureau and comply with current data exchange requirements from California Health and Human Services, the County of Monterey Health Department previously executed an agreement with Serving Communities Health Information Organization (SCHIO), a regional exchange that become a data exchange for our Medi-CAL managed care plan and several regional partners. SCHIO will now be discontinuing services after December 31, 2025, and transitioning partners to Manifest MedEx. Manifest MedEx is the largest health and social services information exchange in California.

DISCUSSION:
In 2021, California Health and Safety Code § 130290 established the California Health and Human Services Data Exchange Framework. This framework requires certain data sharing among Medi-Cal Managed Care Plans, hospitals, physician organizations, and certain health providers. County health, public health, and social service providers are highly encouraged to participate in the Data Exchange Framework. While various county agencies are encouraged to participate in the data exchange framework, county behavioral health agencies requesting funds to participate in the California Advancing and Innovating Medi-CAL (Cal-AIM) initiative are required to participate in the Data Exchange Framework.

The framework includes a single data sharing agreement and a set of common policies and procedures. The agreement is intended to facilitate data exchange between the participants in compliance with all applicable federal, state, and local laws, regulations, and policies. This agreement sets forth a common set of terms, conditions, and obligations to support secure real-time access to, or exchange of, Health and Social Services Information between and among the participants.

While California Health and Human Services has not required specific technology to adhere to the requirements outlined in the Data Exchange Framework, they have recognized nine Qualified Health Information Organizations (QHIO)s that facilitate data exchanges among participants in accordance with the Data Exchange Framework. Earlier this year, the County of Monterey Health Department executed an agreement with Serving Communities Health Information Organization (SCHIO), a regional exchange and one of the QHIOs identified by California Health and Human Services that become a data exchange for our Medi-CAL managed care plan and several regional partners. SCHIO will now be discontinuing services after December 31, 2025, and transitioning partners to the largest non-profit QHIO in California, Manifest MedEx.

Onboarding onto Manifest MedEx will address current data exchange gaps previously identified by the County of Monterey Behavioral Health Bureau and by sending and receiving more complete health and social services information, will ultimately ensure optimal health services are provided to the community.

OTHER AGENCY INVOLVEMENT:
The office of the County Counsel and Auditor Controller have reviewed and approved this non-standard agreement as to form and fiscal provisions, respectively.

FINANCING:
There is no impact to the General Fund from approval of this action. There are sufficient appropriations in the Behavioral Health Bureau's FY 2025-26 Adopted Budget (023-4000-HEA012) and provision for this Agreement will be made in the future FY's.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
As this work ensures more complete health and social services information is readily available to providers and stakeholders, this work advances the Board of Supervisors 2025-2028 Strategic Plan Goal to provide Well-Being and Quality of Life by providing data that can be used to address Health and Facilities strategies to coordinate and develop a plan for transition services and resources and

identify opportunities to address Countywide continuum service delivery goals. It also addresses Service enhancements by connecting individuals to services and can be used to further connect agencies to mitigate food insecurity gaps.

Mark a check to the related Board of Supervisors Strategic Initiatives:
_X_ Well-Being and Quality of Life
___ Sustainable Infrastructure for the Present and Future
___ Safe and Resilient Communities
___ Diverse and Thriving Economy

Prepared by: Richard Wagreich, Departmental Information Systems Manager II, 755-4351
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Agreement

Docusign Envelope ID: 0D67795B-1CFE-427E-937A-43048852AF19

MANIFEST MEDEX

PARTICIPATION AGREEMENT

This Participation Agreement, (the "**Agreement**") by and between Manifest Medex, a California nonprofit public benefit corporation ("**MX**"), and County of Monterey, a political subdivision of the State of California, on behalf of County of Monterey Health Department ("**Participant**"), is entered into as of the date that the last Party executes the Agreement (the "**Effective Date**"). MX and Participant are each a "Party" or collectively the "Parties."

WHEREAS, MX is organized to facilitate health information aggregation and sharing in a manner that complies with Law;

WHEREAS, MX operates a health information exchange (the "**HIE**") that will enable its participants to electronically provide and receive health information regarding their Patients (defined below); and

WHEREAS, Participant is a county government contracting on behalf of itself and its various departments and Participant Affiliates (defined below). Each individual department or Participant Affiliate will be assigned an entity type in Exhibit 3 for purposes of determining data contribution requirements. Participant and Participant Affiliates will both provide data to and receive data from the HIE.

NOW, THEREFORE, the Parties agree as follows:

I. DEFINITIONS.

a. "**Administrator**" means one (1) or more individuals designated by Participant to: (a) designate Participant's Authorized Users; and (b) fulfill other responsibilities specified in the Agreement on behalf of Participant.

b. "**API**" means application programming interface.

c. "**Authorized User**" means an individual: (i) designated and authorized by an Administrator, in accordance with the procedures set forth in the Agreement, to access and/or use the System and Services on behalf of a Participant; and (ii) who is permitted under applicable Law to access and/or use the System and Services.

d. "**Business Associate Agreement**" or "**BAA**" means the business associate agreement that is executed by the Parties and attached to the Agreement.

e. "**Calendar Quarter**" means the three (3) months following the first day of January, April, July and October.

f. "**Confidential Information**" means (a) all trade secrets, business plans, marketing plans, know-how, data, contracts, documents, scientific and medical concepts, member and customer lists, costs, financial information, profits and billings and referral sources, existing or future services, products, operations, management, pricing, financial status, goals, strategies, objectives and agreements, whether written or verbal, that are confidential in nature and pertains to or is related to the Agreement, (b) all electronic or physical security profiles, security assessments and security audit reports of MX, Participant or an NP Participant and (c) all software, solutions, services and API keys of MX Vendor to which Participant gains access by being a Party; provided, however, that Confidential Information shall not include information that:

   1. is publicly known at the time of disclosure;

Docusign Envelope ID: 0D67795B-1CFE-427E-937A-43048852AF19

2. is already known or obtained by any other Party other than in the course of the other Party's performance pursuant to its "participation agreement", and without breach of any confidentiality, nondisclosure or other agreement by that other Party or in violation of applicable Law;
3. is independently developed by any other Party;
4. becomes known from an independent source having the right to disclose that information and without similar restrictions as to disclosure and use and without breach of this Agreement, or any other confidentiality or nondisclosure agreement by that other Party; or
5. is Patient Data.

g. "**Data Contributor**" means a Person, including, but not limited to, Participant, NP Participants, Vendors, and other entities, that has entered into a written agreement with MX, either directly or indirectly, to provide Patient Data to MX.

h. "**Data Submission Guidelines**" or "**DSG**" means the guidelines for Participant to submit Patient Data to MX, as provided by MX to Participant from time to time.

i. "**De-Identified Data**" means data that satisfies the requirements of 45 C.F.R. § 164.514(b).

j. "**Fees**" means, collectively, the Subscription Fees, Implementation Fees, and any other fees paid pursuant to this Agreement as set forth in Exhibit 1.

k. "**Go-Live Date**" means earlier of: (1) the date on which MX first notifies Participant that Participant and/or that one or more of the Participant Affiliates has access to use the System, or (2) one hundred eighty days (180) from the Effective Date.

l. "**Health Plan**" means a Person that either: (a) meets the definition of health plan in HIPAA; or (b) provides core health plan administrative services (at a minimum: medical claims processing services and provider network management services) to a health plan that meets the HIPAA definition.

m. "**Healthcare Data**" means Patient Data and/or De-Identified Data that is collected, created, maintained or disclosed by MX.

n. **Healthcare Provider**" means Participant or an NP Participant that either: (a) meets the definition of provider in HIPAA; or (b) is a medical group (e.g., independent practice association) providing core administrative services to a provider that meets the HIPAA definition.

o. "**Law**" means any federal or state law, statute, ordinance, rule, legally binding administrative interpretation, regulation, order, judgment, or decree that is applicable to a Party or to another Person identified in the Agreement. Law shall include, but is not limited to, Health Insurance Portability and Accountability Act ("**HIPAA**") and related regulations; the Health Information Technology for Economic and Clinical Health Act ("**HITECH**") and related regulations; and the California Confidentiality of Medical Information Act ("**CMIA**") and related regulations.

p. "**Material Service Change**" means either: (a) a material cessation or reduction in the functionality or interfaces of the System; or (b) a reduction in the level of Services provided by MX.

q. "**MX Vendor**" means a Person with which MX has entered into a written agreement to provide technology or other services in connection with providing Services or the System.

r. "**NP Participant**" means a Person that has either (1) entered into a "participation agreement" with MX to act as a Data Contributor and/or receive Patient Data from MX but is not a Party to this Agreement or (2) entered into an agreement with a health information network or similar entity (such as eHealthExchange) that permits data exchange with MX.

Docusign Envelope ID: 0D67795B-1CFE-427E-937A-43048852AF19

s. "**Participant Affiliate**" means the entities identified in Exhibit 3. Exhibit 3 may be amended by mutual written agreement, which shall include email, of Participant and MX without the need for a formal amendment. Participant shall ensure that Participant Affiliates comply with the terms of this Agreement applicable to Participant, including the Policies, except that only Participant will be obligated to pay Fees or perform other duties specified herein which, by their context, clearly apply only to Participant.

t. "**Patient**" means an individual whose Patient Data is contributed to MX by a Data Contributor.

u. "**Patient Data**" means health information that: (a) is created or received by a Healthcare Provider or Health Plan; (b) relates to: (i) past, present or future physical or mental health of a Patient, or (ii) the provision of health care to a Patient; (c) identifies the Patient, or there is a reasonable basis to believe the information can be used to identify the Patient (including Protected Health Information, as that term is defined in HIPAA, and Medical Information, as that term is defined in the CMIA); and (d) is made available to the System by a Data Contributor pursuant to the Agreement or an NP Participant's participation agreement.

v. "**Person**" means an individual person, an entity, or a governmental organization or agency, including health information exchanges, researchers, Participants, NP Participants and/or an individual(s) who does not participate in MX's HIE.

w. "**Personnel**" means a Person's employees, Authorized Users, accountants, attorneys, consultants, directors, agents, representatives, subcontractors and subcontractors' employees that provide, access, receive or use any part of the System or the Services.

x. "**Policies**" mean the privacy policies, security policies and/or procedural requirements adopted by MX and made available to Participant, as amended by MX from time to time. The current version of the Policies can be found at https://www.manifestmedex.org/resources/.

y. "**Protected Health Information**" or "**PHI**" has the meaning ascribed in 45 C.F.R. § 164.103.

z. "**Services**" means all services provided by MX pursuant to the Agreement.

aa. "**System**" means the HIE and its related technology and Services.

II. SERVICES.

a. Services. MX shall provide the System and Services as set forth in Exhibit 1. Fees, if applicable, for such services are set forth in Exhibit 1 and payable in accordance with Section VI of this Agreement.

b. HITRUST. MX will use commercially reasonable efforts to maintain (i) its HITRUST CSF Certification in accordance with HITRUST standards, and/or (ii) other industry-standard security certification as may be appropriate at a future date.

III. MUTUAL RIGHTS AND RESPONSIBILITIES; RELATIONSHIP BETWEEN THE PARTIES

a. Compliance with Law and Safety. Each Party and its Personnel shall perform their duties and exercise their rights under the Agreement in compliance with Law. Each Party and its Personnel shall always consider Patient safety in taking any action under the Agreement.

b. Policies. MX and Participant and their respective Personnel shall each comply with the Policies, which is incorporated into and is part of the Agreement.

c. Independent Contractors. Each Party is and shall at all times be an independent contractor of the other, and not an employee, agent, partner of, or joint venture with the other. Except as specifically allowed by the Agreement, neither Party has any right or authority to assume or create any obligation of any kind, express or implied, on behalf of the other Party.

Docusign Envelope ID: 0D67795B-1CFE-427E-937A-43048852AF19

IV. PARTICIPANT RIGHTS AND RESPONSIBILITIES.

a. Policies. Participant, including, Personnel and Authorized Users, shall at all times comply with the Policies.

b. Restricted Use, Security, and Access.

1. Participant shall:

i. Restrict access to and use of the System and Services to Participant and its Authorized Users;

ii. Only permit Authorized Users to access or use the System and the passwords and/or the user names applicable to the System;

iii. Prevent all Persons (other than Authorized Users) from accessing and/or using the System;

iv. Implement security measures with respect to the System and safeguard Patient Data as required by the Agreement;

v. Together with its Authorized Users, use reasonable professional judgment in its use of the Healthcare Data and its application of the Healthcare Data to make clinical decisions;

vi. Develop, maintain and comply with written requirements that govern Participant's and Authorized Users' access to Systems and use of Protected Health Information. Those written requirements must be consistent with the Agreement and shall be provided to MX upon request; and

vii. Notify MX immediately of any suspected or actual access to or use of the System or Patient Data other than as permitted by this Agreement.

2. Participant shall not inhibit an NP Participant's access to the System or Patient Data.

c. Training. Participant shall, to the reasonable satisfaction of MX, educate and train its Authorized Users regarding the requirements of the Agreement, including the Policies and privacy and security protocols.

d. Participant Expenses. Participant is solely responsible for all charges and expenses Participant incurs to (1) access and use the System and Services and/or (2) meet Data Contribution Requirements.

e. Trademarks. Participant and its Personnel shall: (i) maintain MX's and MX Vendor's trademarks, service marks, and copyright legends; and (ii) not violate MX's and/or MX Vendor's trademarks, service marks, copyright legends and/or any other intellectual property rights. Participant will be liable for the acts of third-party service providers engaged by Participant who violate these proprietary rights or applicable Law.

V. DATA.

a. Data Contribution. Participant shall (1) contribute Patient Data to MX regularly and promptly, and consistent with the Data Submission Guidelines, after receiving such Patient Data from Participant's sources and (2) maintain its connection to the System and facilitate access to the Patient Data, each as required by Exhibit 2 "**Data Contribution Requirements**," the Policies, and this Agreement.

b. Data Quality. Participant shall use reasonable and appropriate efforts to ensure that all Healthcare Data provided by Participant and/or Personnel to MX is accurate with respect to each Patient. Each Party shall use reasonable and appropriate efforts to assure that its Personnel do not inappropriately alter or corrupt the Patient Data received by or transmitted from that Party.

c. Notice of Data Inaccuracy. Each Party shall promptly notify the other Party of any known inaccuracy in the Patient Data provided to the other Party through the System.

Docusign Envelope ID: 0D67795B-1CFE-427E-937A-43048852AF19

d. Participant Access to System. MX grants to Participant, and Participant accepts, a non-exclusive, personal, nontransferable, limited right to access and use the System under the terms and conditions set forth in the Agreement. Participant's right is conditioned on Participant fully complying with the Agreement. Participant does not have any other right to access the System unless otherwise expressly granted by the Agreement.

e. Participant Use of Data. When accessing or using Patient Data pursuant to the Agreement, Participant and Authorized Users may access and/or use Patient Data to perform any activities Participant is allowed to perform under the Agreement (including the Policies). Notwithstanding any other provision of the Agreement, if Participant or an Authorized User accesses any Patient Data that it is not permitted to access under the Agreement at the time of that access, then Participant: (i) will be in breach of the Agreement, (ii) will not have or obtain any right to that Patient Data, and (iii) must immediately return or destroy that Patient Data.

f. MX Use of Data. Subject to the limitations on use of Healthcare Data set forth in the Policies, Participant grants to MX a fully-paid, non-exclusive, non-transferable, royalty-free right and license: (a) to license and/or otherwise permit Persons to access through the System and/or to receive from the System all Healthcare Data provided by Participant; (b) to use Healthcare Data provided by Participant to perform any activities MX is allowed to perform under the Agreement (including the Policies); and (c) to use Healthcare Data provided by Participant to carry out MX's duties under the Agreement, including, but not limited to, system administration, testing and audits, provision of services, problem identification and resolution and management of the System. MX's rights under this Section V.f shall continue for as long as MX holds or controls Participant's Healthcare Data.

g. Availability of Patient Data. MX makes no representation or warranty regarding the availability through the System of Patient Data related to or originating from any particular Data Contributor or NP Participant.

h. Related Parties. If Participant physician practice is a member of an Accountable Care Organization ("**ACO**"), Management Services Organization ("**MSO**") or Independent Physician Association ("**IPA**") that is an MX Participant, then physician expressly grants MX permission to receive PHI from and to send PHI to the ACO, MSO or IPA on behalf of the Participant. Participant further agrees to notify MX in writing within thirty (30) days, if the Participant terminates its relationship with the ACO, MSO or IPA.

VI. FEES.

a. Fees. Participant shall pay the Fees set forth in Exhibit 1 of this Agreement, subject to change as set forth in Section VI.f below.

b. Payment Timing. Participant agrees to pay MX upon receipt of each 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 such certification shall take no longer than ten (10) days, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within thirty (30) days of receiving the certified invoice.

c. Disputed Fees. Notwithstanding the foregoing, if Participant disputes any charges or amounts on any invoice, and such dispute cannot be resolved promptly through good faith discussions between Participant and MX, then Participant will pay upon receipt the amount of the invoice less the disputed amount, provided that Participant shall diligently proceed to work with MX to resolve any such disputed amount.

d. Taxes. All Fees will be paid exclusive of all federal, state, municipal or other government excise, sales, use, occupational or like taxes now in force or enacted in the future. Participant shall pay any

Docusign Envelope ID: 0D67795B-1CFE-427E-937A-43048852AF19

tax (excluding taxes on MX's net income) that MX may be required to collect or pay due to the sale or delivery of items and services provided to Participant pursuant to the Agreement. MX will not deliver the System or Services to Participant in tangible form. Notwithstanding the foregoing: (a) the Parties do not anticipate that any sales or use taxes will be payable with respect to the Services or other deliverables provided hereunder (except for any taxes that become payable as the result of any change in applicable Law); and (b) if possible, MX shall not deliver tangible copies of any software or other deliverables in a manner that would cause taxes to become payable.

e. Effect of Failure to Pay. In the event that any invoice is not timely paid as provided herein, MX may, in addition to any other right or remedy that it may have under this Agreement or at law, suspend Participant's use of the System and/or Services if MX has not received payment in full within ten (10) days of MX's written demand therefore.

f. Change to Subscription Fees. MX may add or change Fees charged for the Services under this Agreement by providing Participant at least ninety (90) days' prior written notice of such changes (the "Fee Notice"); provided that Participant may terminate the Agreement by providing MX written notice of such intent pursuant to Section VII.b.

g. Invoice Submission. MX shall submit invoices to the following email address: hdadminfinance@countyofmonterey.gov .

VII. TERM, TERMINATION, AND SUSPENSION.

a. Term. The Agreement is effective on the Effective Date and shall remain in effect until terminated as set forth below.

b. Termination by Participant. Participant may terminate the Agreement at any time, with or without cause, and without penalty, after delivering thirty (30) days' prior written notice to MX.

c. Termination by MX. MX may exercise any of the following termination rights.

1. Privacy and Security. MX may in its sole discretion terminate the Agreement at any time if MX determines in its sole discretion that Participant's actions and/or continued participation in MX would, or is reasonably likely to, endanger the privacy or security of Patient Data or otherwise result in a breach of the Agreement that is reasonably likely to harm MX or an NP Participant. MX shall deliver notice of this termination to Participant at least twenty-four (24) hours prior to terminating Participant's access to the System, unless MX determines in its sole discretion that Participant's access must be terminated immediately in order to protect the privacy or security of the Patient Data, in which case MX may terminate access immediately without notice.

2. Uncured Breach. MX may terminate the Agreement if Participant breaches the Agreement and that breach continues uncured for a period of thirty (30) days after MX has delivered written notice of that breach to Participant. MX's notice of breach shall include a description of the breach.

3. Without Cause. MX may terminate the Agreement at any time, with or without cause, and without penalty, after delivering ninety (90) days' prior written notice to Participant.

d. Failure to Comply with Law. Either Party may terminate the Agreement by providing thirty (30) days' written notice to the other Party that: (a) identifies the Law that is (or will be) violated by the Agreement; and (b) explains why the Agreement will not comply with Law. After a Party receives that notice, both Parties shall cooperate in good faith during the next thirty (30) days to amend the Agreement so that it complies with the identified Law. If the Parties do not execute a written amendment to the Agreement within the thirty (30) days, then either Party may terminate the Agreement by delivering a five (5) days' written termination notice to the other Party. If the Law is already in effect and violated by the Parties or the Agreement, then either Party may immediately

Docusign Envelope ID: 0D67795B-1CFE-427E-937A-43048852AF19

suspend all or part of its performance under the Agreement that is illegal while the Parties attempt in good faith to modify the Agreement to cure that violation of Law.

e. Effects of Termination.

1. Patient Data. Upon any termination of the Agreement, Participant shall have no continued right to receive or duty to provide Patient Data, or to receive the Services. Upon any termination, the Parties will comply with the provisions of the BAA as it pertains to PHI. If Participant has provided Patient Data to MX, the Parties acknowledge and agree that such Patient Data has been merged with MX's and/or NP Participant's data and, accordingly, it is infeasible to destroy, delete or return that Patient Data. MX shall protect such Patient Data as it protects all other Patient Data in its possession. To the extent that either Party possesses Patient Data from the other Party, each Party shall protect that Patient Data as it protects all other Patient Data in its possession, but is not required to destroy, delete or return that Patient Data upon termination.

2. Fees. If Participant has pre-paid to MX any Subscription Fees that have not yet been earned by MX as of the date of termination, MX shall repay to Participant those unearned Fees.

f. Suspension. In the event that MX determines in good faith that Participant (or any of its Personnel or Authorized Users) ceases to be compliant with the Agreement, including the Policies, MX may, in its discretion: (i) provide written notice to Participant of such non-compliance (ii) suspend access to the System and/or Services to Participant; and/or (iii) work with Participant to bring Participant (and its Personnel and Authorized Users) back into compliance. Notwithstanding the foregoing, MX retains the right to immediately suspend access to the System and Services, in its sole discretion, in the event that MX reasonably perceives there to be (i) a Patient safety concern; (ii) a violation or potential violation of Law; (iii) a risk to the privacy or security of Patient Data; or (iv) access and/or use of the System by unauthorized Persons. Participant's access to the System shall be restored when MX, in its sole discretion, determines that the initial cause for the suspension has been cured.

VIII. CONFIDENTIAL INFORMATION & COMMUNICATION.

a. Nondisclosure. If a Party comes into possession of Confidential Information of or regarding the other Party, MX Vendor, a Party's vendor or an NP Participant, the Party shall: (a) keep and maintain in strict confidence all such Confidential Information; (b) not use, reproduce, distribute or disclose that Confidential Information except as permitted by the Agreement; and (c) prevent the Party's Personnel from making any use, reproduction, distribution, or disclosure of the Confidential Information that is not allowed by the Agreement.

b. Equitable Remedies. All Confidential Information represents a unique intellectual property of the Person who owns that Confidential Information, and such Person will be entitled to equitable relief and any other remedies available by Law.

c. Notice of Disclosure. A Party may disclose Confidential Information if that Party is legally compelled to make that disclosure; provided that the Party promptly provides the other Party with notice thereof by the earlier of: five (5) calendar days after receiving the request to disclose from a Person, or three (3) business days before that disclosure will be made by the Party.

d. Media Releases. Notwithstanding any other provision of the Agreement, MX may publicly identify Participant as a participant in MX and may include the name, address, logo, and a brief description of Participant on its website or in any other materials developed by MX. Participant grants MX a royalty free license to use Participant's name and logo for the foregoing.

Docusign Envelope ID: 0D67795B-1CFE-427E-937A-43048852AF19

IX. REPRESENTATIONS AND WARRANTIES.

a. Exclusion from Government Programs. Each Party represents and warrants that it and its Personnel have not: (a) been listed by any federal or state agency as excluded, debarred, suspended or otherwise ineligible to participate in federal and/or state programs; or (b) been convicted of any crime relating to any federal and/or state reimbursement program.

b. Limited Warranties. Participant's access to the System, use of the Services, and receipt of Patient Data from MX are provided "as is" and "as available"; and (b) MX does not make any representation or warranty of any kind regarding the System or Services, expressed or implied, including the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. MX does not warrant that the System will meet Participant's requirements or that it will operate without interruption or be error free.

c. Authorization and Compliance. MX covenants, represents, and warrants that it has all necessary authority: to enter into this Agreement, to grant the rights granted herein, and to send and receive the Patient Data exchanged under this Agreement. Participant covenants, represents, and warrants that Participant (and each Participant Affiliate) has all necessary authority: to enter into this Agreement, to grant the rights granted herein, and to send and receive the Patient Data exchanged under this Agreement.

X. INSURANCE; INDEMNIFICATION; LIMITATION OF LIABILITY.

a. Insurance.

1. MX Insurance Requirements. During the Term, MX shall obtain and maintain the following insurance coverage or self-insure in the following amounts:

   i. Commercial general liability insurance in the amount of at least five million dollars ($5,000,000) per occurrence and at least ten million dollars ($10,000,000) in the annual aggregate;

   ii. Comprehensive professional liability (errors and omissions) and cyber liability insurance, covering the liability for financial loss due to error, omission or negligence of MX in the amount of at least five million dollars ($5,000,000) per occurrence and at least ten million dollars ($10,000,000) in the annual aggregate; and

   iii. Network security liability insurance and privacy liability insurance in the amount of at least ten million dollars ($10,000,000) per occurrence and at least ten million dollars ($10,000,000) in the annual aggregate.

2. Participant and Business Associate Insurance Requirements. During the Term, Participant and any Business Associate of Participant that accesses the System shall each obtain and maintain the following insurance coverage or self-insure in the following amounts:

   i. Commercial general liability insurance in the amount commonly carried by a Person of the same commercial size and in the same line of business as Participant, but in any event at least one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) in the annual aggregate; and

   ii. Comprehensive professional liability or errors and omissions (E&O) insurance of the type and in the amount commonly carried by a Person of the same commercial size and in the same line of business as Participant, but in any event at least one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) in the annual aggregate.

Docusign Envelope ID: 0D67795B-1CFE-427E-937A-43048852AF19

3. General Requirements.

   i. If either Party purchases "claims made" insurance, all acts and omissions of that Party shall be, during the Term, "continually covered" (i.e., there must be insurance coverage commencing on the Effective Date and ending no earlier than three (3) years after termination of the Agreement.

   ii. Each Party shall purchase "tail insurance" if its coverage lapses, or "nose insurance" and/or "tail insurance" if that Party changes insurance carriers, even after termination of the Agreement.

   iii. All insurance coverage required by this Section X shall be provided under valid and enforceable policies issued by insurance companies legally authorized to do business in California.

   iv. Within thirty (30) days of n the Effective Date or within ten (10) business days of written request, each party shall provide to the other Party evidence of all insurance required hereunder. Notwithstanding any term or condition to the contrary: (a) if MX fails to provide Participant with any such certificates, Participant may withhold payment of any amounts that are otherwise due to MX until up the date such certificates are provided to MX, and/or terminate this Participant Agreement immediately upon written notice; and, if Participant fails to so provide MX with any such certificates, MX may withhold Services to Participant until up to the date such certificates are provided to MX, and/or terminate this Participation Agreement immediately upon written notice. Notwithstanding any other provisions of the Participation Agreement, the provisions of this Section will survive termination of the Agreement.

   v. All policies of insurance will be written as primary insurance policies and not written as policies contributing to, or to be used in excess of the other Party's insurance policies or any self-insurance program in which the other may participate with respect to such System and Services. In the event that a change renders a Party unable to meet its obligations under this Section, the insured party shall give written notice thereof to the other party not more than ten (10) days following the insured Party's knowledge of such change.

b. Limitation of Liability.

1. Except as otherwise provided in this Agreement, all remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available at law or in equity. EXCEPT WITH RESPECT TO INDEMNIFICATION OBLIGATIONS, NEITHER PARTY SHALL, IN ANY EVENT, BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, LOST PROFITS OR SIMILAR DAMAGES, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. Each Party shall use all reasonable efforts to mitigate damages for which the other Party is responsible.

2. The aggregate personal liability of each Party (including, in the aggregate, its officers, directors and Personnel) to the other Party under this Agreement will be limited to the greater of: (i) the aggregate insurance policy limits then available to the Party with respect to such claim, or (ii) one million ($1,000,000.) dollars.

3. Notwithstanding anything to the contrary in the Agreement, the limitations of liability in Sections X.b.1 and X.b.2 a shall not apply to any claims arising out of or relating to either Party's: (i) grossly negligent or willful breach of the Agreement, or (ii) indemnification obligations.

Docusign Envelope ID: 0D67795B-1CFE-427E-937A-43048852AF19

c. MX Liability. Notwithstanding any other provision, MX has no responsibility for and will not be liable to Participant for: (a) the accuracy, completeness, currency, content or delivery of Healthcare Data; (b) any decision or action taken or not taken by Participant or any other Person involving Patient care, utilization management, or quality management that is in any way related to the use of the System, Services, or Healthcare Data; (c) any impairment of the privacy, security, confidentiality, integrity, availability of, and/or restructured use of any Healthcare Data resulting from the acts or omissions of Participant, any NP Participant, health information organization that contracts with MX to share health data through their respective systems, or organization that represents a community of payers and/or providers for purposes of exchanging Patient Data between them; (d) unauthorized access to the Participant's transmission facilities or equipment by individuals or entities using the System or for unauthorized access to, or alteration, theft, or destruction of the participant's data files, programs, procedures, or information through the System, whether by accident, fraudulent means or devices, or any other method; and (e) any damages occasioned by lost or corrupt data, incorrect reports, or incorrect data files resulting from programming error, operator error, equipment or software malfunctions, or the use of third-party software. Participant and its Personnel shall have no recourse against, and each does waive any claims against, MX for any loss, damage, claim, or cost relating to or resulting from its own use of the System, Healthcare Data and/or the Services.

d. Reliance on Data. The Participant is solely responsible for any and all acts or omissions taken or made in reliance on the System, Healthcare Data and/or other information received from MX, including inaccurate or incomplete information.

e. Indemnification.

1. Mutual Indemnification. Except to the extent arising from the negligence or willful misconduct of the Indemnified Party (defined below), each Party (the "**Indemnifying Party**") shall indemnify, defend, and hold harmless the other Party (the "**Indemnified Party**") from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgements, and costs and expenses (including but not limited to reasonable attorney's fees and costs)("**Claim**") arising from, or in connection with, or based on allegations of third-party claimants of any claims for any breach of this Agreement or violation of applicable Law by the Indemnifying Party.

2. Indemnification Procedures. The Indemnifying Party shall be entitled, at its option, to control the defense of and settlement of any Claim on which it is liable, provided that the Indemnifying Party shall act reasonably and in good faith with respect to all matters relating to the settlement or disposition of the Claim as the disposition of the claim relates to the Indemnified Party. The Indemnified Parties will reasonably cooperate in the investigation, defense and settlement of any Claim and shall provide prompt notice of any such Claim or reasonably expected Claim to the Indemnifying Party. An Indemnified Party shall have the right to retain its own separate legal counsel at its own expense.

3. Failure to Defend or Settle. If the Indemnifying Party fails or wrongfully refuses to defend or settle any Claims, then the Indemnified Party will, upon written notice to the Indemnifying Party, have the right to defend or settle (and control the defense of) such Claims. In such case, the Indemnifying Party will cooperate, at its own expense, with the Indemnified Party and its counsel in the defense and settlement of such Claims, and will pay, as they become due, all costs, damages, and reasonable legal fees incurred therefore.

XI. MISCELLANEOUS TERMS.

a. Governing Law. The validity, construction and enforcement of this Agreement shall be determined in accordance with the laws of the State of California, venue shall be Monterey County, without reference to its conflicts of laws principles. All Disputes (defined below) not resolved pursuant to

Docusign Envelope ID: 0D67795B-1CFE-427E-937A-43048852AF19

Section XI.h below will be adjudicated in the state and federal courts located in San Francisco, California and each Party hereby consents to the personal jurisdiction of such courts.

b. Amendment and Material Service Change.

1. Amendment. Any modification or amendment to the Agreement must be in writing and signed by the Parties, except that the Policies, DSG, Fees, and Material Service Changes may be modified as set forth in the Agreement.

2. Material Service Change. MX may in its sole discretion implement a Material Service Change after providing at least ninety (90) days prior written notice of the change to Participant. Following a Material Service Change not acceptable to Participant, Participant may terminate the Agreement pursuant to Section VII.b.

3. Policies and DSG Revision. MX may in its sole discretion modify or otherwise revise the Policies and/or DSG after providing at least ninety (90) days prior written notice of any material revision to Participant before the material revision is effective. If the Policy and/or DSG revision is not acceptable to Participant, Participant may terminate the Agreement pursuant to Section VII.b.

4. Required Revision. Notwithstanding any other provision in the Agreement, if a revision to the Policies, Terms and/or DSG is required, in the reasonable judgment of MX, to be made for the continued technological functioning of the HIE or for compliance with Law, MX may unilaterally implement that revision and may shorten any requirement for prior notice set forth in the Agreement to that time period which MX reasonably determines appropriate under the circumstances.

c. Notices. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be addressed to the appropriate Party as provided below, or at such other address as the receiving Party may designate in writing, and shall be effective: (i) on the date of delivery if given in writing and hand delivered; (ii) on the date received, if sent by overnight courier with written proof of receipt, or by First Class United States Mail with postage prepaid and return receipt received; or (iii) the date sent by electronic mail so long as the sending Party does not receive a message in return that the electronic message is undeliverable. Refusal to accept delivery will be deemed receipt. A Party may change its notice address for purposes of this Agreement by giving written notice to the other Party.

If to Participant: County of Monterey Health Department
Attn: Rich Wagreich
Address: 1270 Natividad Rd., Salinas, Ca. 93906
E-Mail: wagreichr@countyofmonterey.gov

If to MX: Manifest MedEx
Attn: Chief Executive Officer
3993 Jurupa Ave.
Riverside, CA 92506
Email: legal@manifestmedex.org

d. Assignment. Neither Party may assign the Agreement or any of the Party's rights, interests, duties or obligations under the Agreement, by operation of law or otherwise, without the prior written consent of the other Party, which consent may be given, conditioned or withheld in the other Party's sole discretion, except that (a) either Party may assign the Agreement in whole or in part to an affiliate or to a successor in interest, and (b) consent shall not be necessary in the context of an

Docusign Envelope ID: 0D67795B-1CFE-427E-937A-43048852AF19

acquisition, merger or change of control involving either Party. Any attempted assignment or transfer in violation of the foregoing will be null and void.

e. Availability of Records. For four (4) years after any termination of the Agreement, the Secretary of the U.S. Department of Health and Human Services (**"Secretary"**), the Comptroller General of the United States (**"Comptroller General"**) and/or their designee will have access to all books and records of MX directly pertaining to the subject matter of the Agreement, in accordance with the criteria developed by the U.S. Department of Health and Human Services as provided in Section 952 of the Omnibus Reconciliation Act of 1980, 42 U.S.C. §1395x(v)(1)(A), *et seq*. (**"OBRA"**). During those four years, upon request of the Secretary, the Comptroller General and/or their designee, MX shall make available (at reasonable times) the Agreement and all books, documents and records of MX that are necessary to verify the nature and extent of the costs of Services provided by MX under the Agreement. Notwithstanding the foregoing, access to MX's books, records and documents will be discontinued and become null and void upon a finding by a court or quasi-judicial body of competent jurisdiction that the Agreement is outside the scope of the regulatory or statutory definition of those agreements included within the purview of Section 952 of OBRA or the rules and regulations promulgated thereunder.

f. Federal Reporting Requirements. For four (4) years after any termination of the Agreement, MX shall maintain its books, documents and records showing the nature and extent of the cost of Services furnished under the Agreement in compliance with Section 1861(v)(1)(I) of the Social Security Act. If requested, MX shall grant access thereto to the Secretary, the Comptroller General and/or their designee.

g. Audit Rights. Each Party shall permit the other Party to access, inspect, and audit such data and records for the purpose of verifying fees, adherence to access requirements, or compliance with other terms and conditions of this Agreement. Any such inspection or audit may be performed following reasonable prior written notice, but not more often than once in any twelve (12) month period. The auditing Party will pay all of its own expenses incurred as a result of conducting any such inspection or audit.

h. Disputes. In the event of any Claim or disagreement related to the Agreement (a "**Dispute**"), the Parties shall:

   1. Dispute Notice. A Party alleging a Dispute shall send written notice of the Dispute and the Party's position regarding the Dispute (the **"Dispute Notice"**) to the other Party and any other Person that the Party believes is involved in the Dispute. The Dispute Notice shall propose a time and place for all involved Persons to meet and confer regarding the dispute.

   2. Meet and Confer. Within twenty (20) days of a Party sending a Dispute Notice, the Parties shall meet and confer in good faith regarding the Dispute. Other Persons interested in the Dispute shall be invited to the conference, but the conference shall be held at the earliest date on which the Parties can attend (regardless of the attendance of other interested Persons). The Meet and Confer shall be considered a settlement negotiation for the purpose of all Laws, including California Evidence Code § 1152.

   3. Injunction. Notwithstanding anything to the contrary, any Party may immediately file suit in any court as that Party deems necessary to protect Confidential Information or Patient Data.

i. Representation by Counsel; Interpretation**.** Each Party has been represented by counsel in connection with this Agreement or has had an opportunity to be so represented. Both parties expressly waive any claim that ambiguities in this Agreement should be interpreted against the other Party due to the other Party drafting the language.

Docusign Envelope ID: 0D67795B-1CFE-427E-937A-43048852AF19

j. Entire Agreement. The Agreement is the entire understanding of the Parties regarding its subject matter, and supersedes all prior written or oral understandings, promises, representations and discussions between them with respect the subject matter of the Agreement.

k. Force Majeure. Neither Party shall be liable or deemed in default for failure to fulfill any obligation under this Agreement due to causes beyond its reasonable control, provided that the Party uses good faith efforts to perform its duties. Such causes or conditions shall include, but shall not be limited to, acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, shortages of labor or materials, freight embargoes, unusually severe weather, electrical power failures, telecommunication or internet backbone outages, failure of an internet access provider or other similar causes beyond the Parties' control, and neither Party shall be liable for losses, expenses or damages, ordinary, special or consequential, resulting directly or indirectly from such causes.

l. Severability. If any provision of the Agreement or the application of any provision, in whole or in part, is determined to be invalid, void, illegal or unenforceable by an arbitrator or a court of competent jurisdiction and such provision can be severed without substantially changing the bargain reached by the Parties, such provision or part of such provision shall be severed from the Agreement, and such severance shall have no effect upon the enforceability, performance or obligations of the remainder of the Agreement.

m. Survival. Provisions of the Agreement shall survive any termination or expiration of the Agreement when evident by the context of the provision and/or when specifically identified as surviving.

n. Third-Party Beneficiary. No Person other than the Parties will have any right under or due to the Agreement, and no Person will be a third-party beneficiary of the Agreement.

o. Waiver. No delay or omission by a Party to exercise a right or power it has under the Agreement shall be construed as a waiver of that right or power. A waiver by any Party of any breach of the Agreement shall not be construed to be consent to, waiver of, or excuse for any subsequent or different breach. All waivers must be in writing and signed by the Parties.

p. Conflicts**.** If the BAA conflicts with any other part of this Agreement (including the Policies), the BAA shall prevail. If the Policies conflict with any other part of this Agreement (except the BAA), the Policies shall prevail. If the terms of any other Exhibit conflict with those of this Agreement, this Agreement shall prevail.

[*Signature Page Follows*]

Docusign Envelope ID: 0D67795B-1CFE-427E-937A-43048852AF19

THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT, INCLUDING ANY EXHIBITS, ATTACHMENTS, OR SCHEDULES HERETO ARE PART OF THIS AGREEMENT AND INCORPORATED HEREIN BY REFERENCE. BY SIGNING THIS AGREEMENT, PARTICIPANT ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS AGREEMENT, INCLUDING ALL TERMS AND CONDITIONS. PARTICIPANT AND MX ACKNOWLEDGE AND AGREE TO BE BOUND BY THE TERMS HEREOF.

Manifest MedEx

By:
Name: Erica Galvez
Title: CEO
Date:

Participant

By:
Name:
Title:
Date:

Approved as to Form
(County Counsel)

By: DocuSigned by: Stacy Saetta C0ECE1B99F444A9...
Name: Stacy Saetta
Title: Chief Deputy County Counsel
Date: 2/19/2026 | 2:03 PM PST

Approved as to Fiscal Provisions
(Auditor/Controller)

By: DocuSigned by: Patricia Ruiz E79EE64E57454F6...
Name: Patricia Ruiz
Title: Auditor Controller Analyst I
Date: 2/19/2026 | 2:35 PM PST

Docusign Envelope ID: 0D67795B-1CFE-427E-937A-43048852AF19

EXHIBIT 1

SERVICE DESCRIPTION

This Exhibit 1 includes the various subsections of Exhibit 1 (Exhibit 1-A, Exhibit 1-B, etc.).

MX shall provide the Services described herein to Participant in accordance with the terms and conditions of the Agreement and this Exhibit 1. Each Exhibit 1 subsection shall specifically identify the Participant departments and Participant Affiliates to which such subsection applies and only Authorized Users for those identified departments and Participant Affiliates are permitted to utilize the Services set forth in such subsection.

Docusign Envelope ID: 0D67795B-1CFE-427E-937A-43048852AF19

EXHIBIT 1-A

PUBLIC HEALTH SERVICES

I. **Applicable Participant Departments and/or Affiliates**. This Exhibit 1-A applies to the following Participant departments and/or Participant Affiliates (collectively referred to as Participant). For purposes of clarity, individuals operating under other departments and/or Participant Affiliates, including but not limited to hospitals, ambulatory care clinics, and social services providers, may not access the Patient Data or be Authorized Users for this Service:

a. Participant's Public Health Department

b. Participant's owned and operated Mental Health Plans (MHP)

c. Participant's owned and operated Drug Medi-Cal State Plans (DMC)

d. Participant's owned and operated Drug Medi-Cal Organized Delivery Systems (DMC-ODS)

e. Participant's Behavioral Health Department and treatment facilities

II. **Description of Services**. MX will provide to Participant the following Services:

a. Consolidated Clinical Document (CCD) forwarding or longitudinal patient summaries provided in the form of a bulk data download.

b. MX Access, a web-based query portal that enables Participant to look up and view longitudinal health records for individuals on one or more of Participants' patient panels.

c. Either (1) Message forwarding, which includes the following HL7 message types: ADT, ORU, RDE, and VXU; or MX Notify, a notification service that alerts Participant when a Patient of Participant is: (i) seen in the emergency department of Participant or an NP Participant; or (ii) admitted to or discharged from the hospital of Participant or an NP Participant. Messages and/or notifications will be based on the patient panels submitted by Participant.

d. A maximum of two (2) monthly reports selected from MX's then-current list of available reports.

III. **Representations**.

a. Participant represents and warrants that Participant shall only utilize the Services offered under this Exhibit 1-A in its capacity as a public health entity operating in the scope of its/their statutory authority sufficient to meet the requirements to be a Covered Entity as defined by HIPAA;

b. Participant represents and warrants that the information requested by Participant from MX is the minimum necessary for the purposes permitted hereunder;

c. Participant shall refrain from sending Excluded Health Information (as defined in the Policies). Participants are responsible for complying with applicable laws by filtering any information that should not be provided or disclosed to MX;

d. Participant represents and warrants that Participant shall only send Patient Data to MX that Participant has all appropriate consents to permit MX to receive, use, and transmit such Patient Data as permitted by this Agreement and the Policies; and

e. Participant shall provide to MX a written statement on Participant letterhead describing its legal authority to receive Patient Data prior to receiving the Services.

IV. **Training**. Each Participant must designate a training coordinator **("Training POC")** before Participant may use the System. The Training POC will be responsible for training Participant's Authorized Users on (i) the use of the System and (ii) compliance with the Policies and the Agreement. MX will provide (x) web-based and/or in-person training to Training POCs and Administrator POCs (defined below) and (y) training resources and materials that Training POCs can use to train Authorized Users. Any

Docusign Envelope ID: 0D67795B-1CFE-427E-937A-43048852AF19

training requested by Participant in addition to MX's standard training will be negotiated by the Parties and memorialized in a separate Exhibit.

V. **Support**.

a. Participant must provide a single point of contact ("**Administrator POC"**) for Tech Services before Participant may use the System. Administrator POCs will be responsible for: managing Authorized Users (e.g., setting up Authorized User accounts, assigning roles and providing security credentials to Authorized Users); ensuring that Authorized Users have reviewed and agreed to comply with the Policies and the Agreement prior to obtaining access to the System; and providing Level 1 help-desk support to Authorized Users, including re-setting passwords.

b. MX will support Participant's performance of the above responsibilities by MX offering support for Administrator POCs, accessed through the web and/or email during Monday through Friday, 8:00 AM to 5:00 PM PST, excluding MX holidays posted on the MX website.

VI. **Availability and Network Monitoring**. Services will be monitored 24x7x365 by MX vendors. MX and its vendors will maintain hosted services agreements that guarantee at least 99.8% uptime per calendar month, not including scheduled downtime. In the event of unexpected downtime, MX will notify Participant via e-mail or other electronic method such as the MX landing page.

VII. **Implementation**. Implementation services include assisting with VPN and other connectivity services, channel/feed development and configuration, mapping, patient or provider attribution, routing configuration, technical testing, project management, business analysis and other activities that enable Participant's contribution of data to the MX System.

VIII. **Primary Source Verification**. Participant shall, at MX's reasonable request, work with MX to verify that the information in any CCD or FHIR file provided by Participant or a Participant Affiliate to MX and integrated into the System matches the actual original primary source data.

IX. **Fees.** Participant shall pay the following fees to MX for use of the Services:

a. Implementation Fees. Participant shall pay an implementation fee of $25,000, which shall be invoiced as of two weeks following the Effective Date. In the event that Participant delivers its initial patient panel that complies with the MX Data Submission Guide (DSG) to MX within fourteen (14) days of the Effective Date, the Implementation Fee will be reduced to $12,500. Participant agrees to permit MX to apply for any available state funding for the implementation and/or utilization of the Services and MX may provide any information required by the state about this Agreement or the relationship between Participant and MX as part of such application.

b. Subscription Fees.

1. Fees. Participant shall submit to MX a patient panel within thirty (30) days of the Effective Date, and regularly thereafter as reasonably requested by MX. The number of individuals subject to the Subscription Fees (defined below) ("**Included Lives**") will be established by MX from the patient panel(s) submitted by Participant. For each Calendar Quarter, Participant shall pay to MX the greater of (1) $15,000 (the "**Minimum Fee**") or (2) the total number of Included Lives on the last day of each Calendar Quarter multiplied by $0.25 (collectively, the "**Subscription Fees**").

2. Pro-rated Subscription Fees.

i. Following Go-Live Date. If Participant's Go-Live Date occurs during a Calendar Quarter, Participant shall pay pro-rated Subscription Fees for that Calendar Quarter equal to: (i) Participant's Subscription Fees (calculated pursuant to Section VIII.b.1 of this Exhibit), multiplied by (ii) the number of days from the Go-Live Date to the end of that Calendar Quarter, and divided by (iii) the total number of days in that Calendar Quarter.

Docusign Envelope ID: 0D67795B-1CFE-427E-937A-43048852AF19

ii. Upon Termination. If either Party terminates the Agreement, then Participant shall owe to MX all Subscription Fees accrued up to and through the termination date. If the termination date occurs during a Calendar Quarter, Participant shall pay pro-rated Subscription Fees which shall equal: (i) Participant's Subscription Fees (calculated pursuant to Section I of this Exhibit 2), multiplied by (ii) the number of days from the beginning of that Calendar Quarter through the termination date, and divided by (iii) the total number of days in that Calendar Quarter.

iii. Annual Fee Adjustment. On the first day of the first complete Calendar Quarter following each anniversary of the Effective Date, the Subscription Fees (including, for purposes of clarity, the Minimum Fee) shall increase by 5%. For example, if the Effective Date is February 12, 2024, the Subscription Fees shall increase by 5% each April 1, beginning April 1, 2025.

Docusign Envelope ID: 0D67795B-1CFE-427E-937A-43048852AF19

EXHIBIT 2

DATA CONTRIBUTION REQUIREMENTS

Participants, including each of the Participant Affiliates, will contribute Patient Data in accordance with the schedules described below, over a secure connection configured by MX and Participant, and as set forth in the Data Submission Guidelines. Participants shall adhere to the Data Submission Guidelines when submitting Patient Data to MX. The provisions in this Exhibit 2 below that are not applicable to Participant are for informational purposes as to MX's intent to obtain such data from NP Participants. Those provisions not applicable to Participant are not a guarantee or promise that MX will obtain such data from all NP Participants.

I. **Hospitals**. Hospital Participants and Participant Affiliates shall provide the following Patient Data to MX:

   a. Admit, discharge and transfer data ("**ADT messages"**), within ninety (90) days of the Effective Date, and regularly thereafter;

   b. ORU messages, within six (6) months of the Effective Date, and regularly thereafter;

   c. CCDAs (discharge summaries, transition of care documents) within six (6) months of the Effective Date, and regularly thereafter; and

   d. Pharmacy Orders ("**RDE messages**"), within six (6) months of MX's initial request, and regularly thereafter.

II. **Physician and Ambulatory Practices**. Physician and ambulatory practice Participants and Participant Affiliates will provide the following Patient Data to MX:

   a. Patient panel within thirty (30) days of the Effective Date, and regularly thereafter;

   b. Lab data from national reference labs and transcribed radiology reports by signing an authorization form allowing labs and other entities to send the Participant's data to MX, as of the Effective Date, and regularly thereafter. Lab and radiology authorization forms to be provided by MX if applicable and are included by reference herein; and

   c. CCDAs (care summaries) within sixty (60) days of the Effective Date, and regularly thereafter.

III. **Health Plans**. Health Plan Participants and Participant Affiliates will provide the following Patient Data to MX:

   a. Eligibility files for health plan enrollees (that define the identities of lives covered by the health plan) within thirty (30) days of the Effective Date, and regularly thereafter;

   b. Provider files for Health Plan providers within six (6) months of the Effective Date, and regularly thereafter; and

   c. Medical and pharmacy claims data for health plan enrollees, within twelve (12) months of the Effective Date, and regularly thereafter.

IV. **IPAs**. Independent Physician Association Participants and Participant Affiliates will provide the following Patient Data to MX: Eligibility files for IPA members (that define the identities of lives covered by the Participant), no later than within thirty (30) days of the Effective Date, and regularly thereafter.

V. **SNFs**. Skilled Nursing Facility Participants and Participant Affiliates will provide the following Patient Data to MX:

   a. Patient panel within thirty (30) days of the Effective Date, and regularly thereafter;

Docusign Envelope ID: 0D67795B-1CFE-427E-937A-43048852AF19

b. ADT messages within six (6) months of the Effective Date, and regularly thereafter if available from the electronic health record system;

c. Lab data from national reference labs and transcribed radiology reports by signing an authorization form allowing labs and other entities to send the Participant's data to MX, as of the Effective Date, and regularly thereafter. Lab and radiology authorization forms to be provided by MX if applicable and are included by reference herein; and

d. CCDAs (care summaries) within six (6) months of the Effective Date, and regularly thereafter.

VI. **ACOs**. Accountable Care Organization Participants will provide to MX the following for Patients that are both attributed to the ACO and are Patients of ACO Participants (with signed MX Participation Agreements) within six (6) months of the Effective Date and regularly thereafter: A Patient Panel associating each patient with the appropriate ACO Participant.

VII. **Public Health Departments**. Public Health Department Participants and Participant Affiliates will provide the following Patient Data to MX: patient panels no later than within thirty (30) days of the Effective Date, and regularly thereafter.

In addition to the requirements set forth above, as other Patient Data become relevant to the HIE, the Parties shall work together to develop a timeline for Participant to contribute such Patient Data to MX. If the Parties do not agree on a timeline within three (3) months after MX sends the notice requesting additional Patient Data to Participant, or MX does not receive such Patient Data pursuant to the Parties' timeline, either Party may terminate this Agreement by providing thirty days' notice to the other Party.

Participant shall refrain from sending Excluded Health Information (as defined in the Policies). Participants are responsible for complying with applicable laws by filtering any information that should not be provided or disclosed to MX.

Docusign Envelope ID: 0D67795B-1CFE-427E-937A-43048852AF19

EXHIBIT 3

PARTICIPANT DEPARTMENTS AND AFFILIATES

Individually named Participant departments that are included as Participant Affiliates under this Agreement as well as address if separate from the address provided in Section XI.c "Notices" of the Agreement.

Department Name	Org Type	Address	Type 2 NPI

Individually named affiliated Hospitals, Medical Groups, Practices, Health Plans, MSOs or IPAs that are included as Participant Affiliates under this Agreement as well as name and address of clinics & affiliated sites.

Site Name	Org Type	Address	Type 2 NPI

Docusign Envelope ID: 0D67795B-1CFE-427E-937A-43048852AF19

EXHIBIT 4

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("**BAA**") is entered into and effective as of the effective date of the Participation Agreement (the "**Effective Date**"), by and between Manifest MedEx, a California nonprofit public benefit corporation ("**Business Associate**"), and County of Monterey, a political subdivision of the State of California, on behalf of County of Monterey Health Department, on behalf of itself and its affiliates ("**Covered Entity**"). Business Associate and Covered Entity are each a "**Party**" or collectively "**Parties**."

Covered Entity and Business Associate have entered into an agreement (the "**Participation Agreement**") pursuant to which Business Associate provides to Covered Entity certain services that now or in the future shall include, but not be limited to, the creation, receipt, maintenance, data analysis and/or transmission of Protected Health Information (defined below) (as defined in Health Insurance Portability and Accountability Act ("**HIPAA**") and related regulations), on behalf of Covered Entity, for a function or activity regulated by HIPAA (defined below).

In consideration of the foregoing and the promises set forth herein, the Parties agree as follows:

I. **Definitions**.

a. **"Breach of Privacy or Security"** means any access, use, receipt or disclosure of PHI (including electronic PHI) that is not in compliance with Law.

b. "**HIPAA**" means the Health Insurance Portability and Accountability Act and related regulations.

c. "**Protected Health Information**" or "**PHI**" has the meaning as the term is defined at 45 C.F.R. § 164.103, except that as used herein, the term shall refer only to Protected Health Information that Business Associate creates, receives, maintains or transmits on behalf of or from Covered Entity.

d. All capitalized terms used in this BAA not specifically defined otherwise below or in the Participation Agreement shall have the same definitions as given to them under HIPAA.

II. **Obligations of Business Associate**.

a. Compliance with Regulatory Obligations of Business Associate. Business Associate shall perform and comply with all the applicable obligations and requirements imposed upon business associates pursuant to HIPAA.

b. Permitted Receipt, Use and Disclosure of PHI. Business Associate may receive, Use and Disclose PHI to the minimum extent necessary to perform Business Associate's obligations, functions, activities and/or services under the Participation Agreement, and as otherwise permitted or required by this BAA, the Participation Agreement, or Law. Business Associate shall not Use or Disclose PHI in any manner that would violate the requirements of HIPAA if done by Covered Entity.

c. Specified Permitted Uses of PHI. Without limiting the generality of Section II.b (Permitted Use and Disclosure of PHI), Business Associate may Use PHI as follows:

1. For the proper management and administration of Business Associate;

2. To carry out the legal responsibilities of Business Associate;

3. To provide Data Aggregation services relating to the Health Care Operations of Covered Entity or, if applicable, an organized health care arrangement of which the Covered Entity is a member if and to the extent provided by the Participation Agreement or other agreement; and

4. To perform services related to the creation of De-Identified Data.

Docusign Envelope ID: 0D67795B-1CFE-427E-937A-43048852AF19

d. Specified Permitted Disclosures of PHI. Without limiting the generality of Section II.b (Permitted Receipt, Use and Disclosure of PHI), Business Associate may Disclose PHI as follows:

   1. Pursuant to the direction of the Covered Entity; and

   2. For the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate if:

      i. If the disclosure is required by law; or

      ii. If Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that it will be held confidentially and Used or further Disclosed only as required by law or for the purposes for which it was Disclosed to the person, and if the person promptly notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been Breached.

e. Specified Permitted Receipt of PHI. Without limiting the generality of Section 2(b) (Permitted Receipt, Use and Disclosure of PHI), and in addition to Business Associate being permitted to disclose PHI to its Subcontractors subject to section (h) below, Business Associate may receive PHI from another business associate of Covered Entity pursuant to the direction of the Covered Entity.

f. Safeguards. Business Associate shall Use appropriate safeguards and comply, where applicable, with 45 C.F.R. §§ 164.302 through 164.316 with respect to electronic PHI and will apply appropriate safeguards to prevent the Use or Disclosure of the PHI in any form, including electronic form other than as provided for by this BAA.

g. Reporting Unauthorized Uses and Disclosures. Business Associate shall report to Covered Entity, without unreasonable delay, and in accordance with the deadlines provided below, any Use or Disclosure of PHI not permitted by this BAA of which Business Associate becomes aware. Without limiting the generality of the foregoing:

   1. Following the discovery of (i) any access to, Use or Disclosure of PHI which is not permitted by the Participation Agreement or (ii) any Security Incident, Business Associate shall notify Covered Entity by contacting Covered Entity's designated privacy contact person without unreasonable delay, and in no case later than forty-eight (48) hours after discovery of the Breach of Privacy or Security or Security Incident; provided, however, that the Parties acknowledge and agree that this Section constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below) for which notice to Covered Entity by Business Associate shall be required only upon request. "Unsuccessful Security Incidents" shall include, but not be limited to, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, Use or Disclosure of PHI. Covered Entity will advise Business Associate of any subsequent changes to the privacy contact person's contact information.

   2. In the event of a Breach of Privacy or Security, Business Associate shall without unreasonable delay carry out an investigation and shall provide reasonably frequent updates to Covered Entity as to the results of the investigation, including, as soon as reasonably possible, the identification of each Patient whose PHI has been, or is reasonably believed to have been, accessed, acquired, or Disclosed during any Breach of Privacy or Security.

   3. Business Associate shall cooperate with Covered Entity and shall provide that assistance as Covered Entity may reasonably request so that Covered Entity may comply with any obligations it may have to investigate, remediate, mitigate, report, and or otherwise notify third parties of that Breach of Privacy or Security.

Docusign Envelope ID: 0D67795B-1CFE-427E-937A-43048852AF19

h. Arrangements with Subcontractors. Business Associate shall enter into a BAA with any Subcontractor of Business Associate that creates, receives, maintains, or transmits PHI on behalf of Business Associate, pursuant to which the Subcontractor shall agree to comply with the applicable requirements of HIPAA and the same (or more stringent) restrictions and conditions that apply to Business Associate with respect to that PHI pursuant to this BAA, and pursuant to which Business Associate shall obtain satisfactory assurances that the Subcontractor shall appropriately safeguard that PHI.

i. Individuals' Access to PHI. Business Associate shall make available PHI in a designated record set as necessary to satisfy the requirements of 45 C.F.R. § 164.524.

j. Individuals' Request for Amendments to PHI. Business Associate shall incorporate amendments to PHI as and to the extent required for compliance with 45 C.F.R. § 164.526.

k. Individuals' Requests for Accountings of Disclosures. Business Associate shall document Disclosures of PHI and provide information sufficient to respond to a request by a Patient for an Accounting of Disclosures in compliance with 45 C.F.R. § 164.528.

l. Other Obligations. To the extent that Business Associate is, pursuant to the Participation Agreement or this BAA, responsible to carry out an obligation of Covered Entity under HIPAA, Business Associate shall comply with the requirements of HIPAA that apply to Covered Entity in the performance of that obligation.

m. Books and Records. Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of PHI received from or created or received by Business Associate on behalf of Covered Entity, available to the Secretary for purposes of determining Covered Entity's or Business Associate's compliance under HIPAA.

III. **Obligations of Covered Entity**.

a. Notice of Change in Privacy Practices. Covered Entity shall notify Business Associate of any limitation(s) in Covered Entity's Notice of Privacy Practices in accordance with 45 C.F.R. §164.520, to the extent that that limitation may affect Business Associate's Use or Disclosure of PHI, as soon as reasonably practicable, and in no case more than ten (10) business days after the change to the notice of privacy practices containing such limitation.

b. Notice of Change in Permissions. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an individual to Use or Disclose PHI, to the extent that that change may affect Business Associate's Use or Disclosure of PHI, as soon as reasonably practicable, and in no case more than ten (10) business days after the date when Covered Entity learns of the change in permissions. Business Associate shall abide by each change in, or revocation of, permission described above in this clause (b).

c. Notice of Change in Use. Covered Entity shall notify Business Associate of any restriction to the Use or Disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. §164.522, to the extent that that restriction may affect Business Associate's Use or Disclosure of PHI, as soon as reasonably practicable, and in no case more than ten (10) business days after the date when Covered Entity learns of the restriction. Business Associate shall abide by each restriction described above in this clause (c).

d. Appropriate Requests. Covered Entity shall not request that Business Associate Use or Disclose PHI in any manner that would not be permissible under HIPAA if done by Covered Entity.

IV. **Term and Termination.**

a. Term. Subject to the other provisions of this Section IV (Term and Termination), the term of this BAA shall be coextensive with that of the Participation Agreement.

Docusign Envelope ID: 0D67795B-1CFE-427E-937A-43048852AF19

b. Breach Pattern of Practice. If a Party knows of a pattern of activity or practice by the other Party that constitutes a material breach or violation of its obligations under HIPAA or this BAA, such Party shall notify the other Party of that breach. If such other Party is unsuccessful in curing that breach within a reasonable time period specified by the notifying Party, the notifying Party may terminate this BAA and the Participation Agreement, if feasible, upon written notice to the other Party.

c. Conduct Upon Termination. Upon termination or expiration of this BAA, Business Associate and Covered Entity acknowledge that return or destruction of PHI is not feasible. Accordingly, Business Associate shall extend the protections of this BAA, including Section 2(e) (Safeguards), to any that PHI for so long as it is not destroyed, and limit further uses and Disclosures of that PHI to those purposes that make the return or destruction not feasible, for as long as Business Associate or any Subcontractor of Business Associate maintains that PHI. Upon the expiration of this period of infeasibility, if any, Business Associate shall destroy all PHI that it has retained. If PHI is to be destroyed pursuant to this Section 4(c) (Conduct Upon Termination) or pursuant to the Participation Agreement, Business Associate shall certify in writing to Covered Entity that that PHI has been destroyed.

V. **Relationship to Participation Agreement**. In the event that a provision of this BAA is contrary to a provision of the Participation Agreement pertaining to Business Associate's performance of its obligations as a business associate, the provisions of this BAA shall control.

VI. **Cooperation**. The Parties acknowledge that certain breaches or violations of this BAA may result in litigation or investigations pursued by federal or state governmental authorities of the United States resulting in civil liability or criminal penalties. Each Party shall cooperate in good faith in all respects with the other Party in connection with any request by a federal or state governmental authority for additional information and documents or any governmental investigation, complaint, action or other inquiry.

VII. **Amendment**. The Parties agree to take that action from time to time as is necessary to amend this BAA for Covered Entity and Business Associate to comply with HIPAA or other applicable law. The Parties agree that this BAA may only be modified by mutual written amendment, signed by both Parties, effective on the date set forth in the amendment.

VIII. **Interpretation**. Any ambiguity in this BAA shall be interpreted to permit compliance with HIPAA.

IX. **Notices.** Any Notice required pursuant to this BAA shall be addressed to the appropriate Party as provided below, or at such other address as the receiving Party may designate in writing from time to time, and shall be effective: (i) on the date of delivery if given in writing and hand delivered; (ii) on the date received, if sent by overnight courier with written proof of receipt, or by First Class United States Mail with postage prepaid and return receipt received; or (iii) the date sent by electronic mail so long as the sending Party does not receive a message in return that the electronic message is undeliverable. Refusal to accept delivery will be deemed receipt.

If to Covered Entity:
County of Monterey
Attn: Shiba Sumeshwar, Privacy Officer
Address: 1270 Natividad Rd.
Salinas, Ca. 93906
Email: sumeshwarsd@countyofmonterey.gov

If to Business Associate:
Manifest MedEx
Attn: Privacy Officer
3993 Jurupa Ave.
Riverside, CA 92506
Email: legal@manifestmedex.org

Docusign Envelope ID: 0D67795B-1CFE-427E-937A-43048852AF19

In witness whereof, Covered Entity and Business Associate have entered into this BAA as of the Effective Date.

Business Associate

By: _____

Name: Erica Galvez

Title: CEO

Date: _____

Covered Entity

By: _____

Name: _____

Title: _____

Date: _____

Approved as to Form
(County Counsel)

By: _____

Name: _____

Title: _____

Date: _____

Approved as to Fiscal Provisions
(Auditor/Controller)

By: _____

Name: _____

Title: _____

Date: _____

Introduced: 3/4/2026

Current Status: Health Department - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve updates to the standard Employment Agreement for Health Unit U physician employees as indicated in Attachment A-Template Employment Agreement- Health;
b. Authorize updates to the agreement templates in accordance with local, federal, and/or state law, subject to review and approval by County Counsel;
c. Authorize amendments to agreement templates that do not change salary ranges or provision of benefits, and, further, do not significantly change the scope of either party's obligations or responsibilities, subject to review and approval by County Counsel;
d. Authorize the Director of Health Services to execute agreements for contract employment with Unit U physicians and emergency temporary physicians, by use of the Board-approved standard employment agreement formats, including the benefits set forth herein as applicable, so long as the salary is within the approved salary range for the position, and costs of salary and benefits as applicable are within Health's approved fiscal year budget; and
e. Direct the Human Resources Department to implement applicable changes in the Advantage system.

RECOMMENDATION:

It is recommended that the County of Monterey Board of Supervisors:
a. Approve updates to the standard Employment Agreement for Health Unit U physician employees as indicated in Attachment A-Template Employment Agreement- Health;
b. Authorize updates to the agreement templates in accordance with local, federal, and/or state law, subject to review and approval by County Counsel;
c. Authorize amendments to agreement templates that do not change salary ranges or provision of benefits, and, further, do not significantly change the scope of either party's obligations or responsibilities, subject to review and approval by County Counsel;
d. Authorize the Director of Health Services to execute agreements for contract employment with Unit U physicians and emergency temporary physicians, by use of the Board-approved standard employment agreement formats, including the benefits set forth herein as applicable, so long as the salary is within the approved salary range for the position, and costs of salary and benefits as applicable are within Health's approved fiscal year budget; and
e. Direct the Human Resources Department to implement applicable changes in the Advantage system.

SUMMARY:

The County recognized the Union of American Physicians and Dentist (UAPD) as the exclusive representative for Unit U physicians in 2024 and as part of the foundational agreement, parties agreed to make updates to the existing Template Employment Agreement for Health Department for physicians in order to ensure compliance with the negotiated terms of the new

Memorandum of Understanding.

DISCUSSION:
The County recognized the Union of American Physicians and Dentist (UAPD) as the exclusive representative for Unit U physicians in 2024. The County and UAPD concluded the negotiations for the foundational agreement in 2025. As part of the foundational agreement, parties agreed to make updates to the existing Template Employment Agreement for physicians in order to ensure compliance with the negotiated terms of the new Memorandum of Understanding.

UAPD and County representatives collaborated to finalize the necessary updates to the Template Employment Agreement as reflected in Attachment A.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The UAPD and County of Monterey staff contributed to the development of the Template Employment Agreement-Health as presented.

FINANCING:
This action does not result in any financial impact, since the recommended levels of salaries and benefits are included in the Health Budget for Fiscal Year 2025-2026. This action has no impact on the General Fund.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
Mark a check next to the related Board of Supervisors Strategic Plan Goals

__X__ Administrative

The approval of this Template Employment Agreement by the Board of Supervisors will support the agreement of Monterey County and the Union.

Prepared by: Cindy Girard-Berry, Human Resource Manager, 755-4547
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Attachment A - Template Employment Agreement- Health

Introduced: 3/4/2026
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

a. Approve updates to the standard Employment Agreement for Health Unit U physician employees as indicated in Attachment A-Template Employment Agreement- Health;
b. Authorize updates to the agreement templates in accordance with local, federal, and/or state law, subject to review and approval by County Counsel;
c. Authorize amendments to agreement templates that do not change salary ranges or provision of benefits, and, further, do not significantly change the scope of either party's obligations or responsibilities, subject to review and approval by County Counsel;
d. Authorize the Director of Health Services to execute agreements for contract employment with Unit U physicians and emergency temporary physicians, by use of the Board-approved standard employment agreement formats, including the benefits set forth herein as applicable, so long as the salary is within the approved salary range for the position, and costs of salary and benefits as applicable are within Health's approved fiscal year budget; and
e. Direct the Human Resources Department to implement applicable changes in the Advantage system.

RECOMMENDATION:

It is recommended that the County of Monterey Board of Supervisors:
a. Approve updates to the standard Employment Agreement for Health Unit U physician employees as indicated in Attachment A-Template Employment Agreement- Health;
b. Authorize updates to the agreement templates in accordance with local, federal, and/or state law, subject to review and approval by County Counsel;
c. Authorize amendments to agreement templates that do not change salary ranges or provision of benefits, and, further, do not significantly change the scope of either party's obligations or responsibilities, subject to review and approval by County Counsel;
d. Authorize the Director of Health Services to execute agreements for contract employment with Unit U physicians and emergency temporary physicians, by use of the Board-approved standard employment agreement formats, including the benefits set forth herein as applicable, so long as the salary is within the approved salary range for the position, and costs of salary and benefits as applicable are within Health's approved fiscal year budget; and
e. Direct the Human Resources Department to implement applicable changes in the Advantage system.

SUMMARY:

The County recognized the Union of American Physicians and Dentist (UAPD) as the exclusive representative for Unit U physicians in 2024 and as part of the foundational agreement, parties agreed to make updates to the existing Template Employment Agreement for Health Department for physicians in order to ensure compliance with the negotiated terms of the new Memorandum of Understanding.

DISCUSSION:
The County recognized the Union of American Physicians and Dentist (UAPD) as the exclusive representative for Unit U physicians in 2024. The County and UAPD concluded the negotiations for the foundational agreement in 2025. As part of the foundational agreement, parties agreed to make updates to the existing Template Employment Agreement for physicians in order to ensure compliance with the negotiated terms of the new Memorandum of Understanding.

UAPD and County representatives collaborated to finalize the necessary updates to the Template Employment Agreement as reflected in Attachment A.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The UAPD and County of Monterey staff contributed to the development of the Template Employment Agreement-Health as presented.

FINANCING:
This action does not result in any financial impact, since the recommended levels of salaries and benefits are included in the Health Budget for Fiscal Year 2025-2026. This action has no impact on the General Fund.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
Mark a check next to the related Board of Supervisors Strategic Plan Goals

__X__ Administrative

The approval of this Template Employment Agreement by the Board of Supervisors will support the agreement of Monterey County and the Union.

Prepared by: Cindy Girard-Berry, Human Resource Manager, 755-4547
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Attachment A - Template Employment Agreement- Health

Unit U EMPLOYMENT AGREEMENT
(HEALTH DEPARTMENT PHYSICIAN)

THIS AGREEMENT OF EMPLOYMENT ("Agreement") is entered into as of the date set forth below by and between the COUNTY of MONTEREY ("County" or "Employer"), on behalf of Health Department ("Health" or "Department") and PHYSICIAN NAME. ("Employee").

1. Employment of Physician. Employer and Employee agree respectively to provide and accept employment which shall be pursuant to and governed solely and exclusively by the Unit UMOU, the attached Terms and Conditions and Exhibits of this contractual Agreement, Paragraphs I through XVI, and those other Attachments (if any) appended hereto, which are incorporated herein by this reference and form an integral part of this Agreement as if recited herein in full over the signatures affixed below. No external reference(s) are intended, and none are to be implied unless specifically identified and referenced in this Agreement.

2. Term. The initial term of your employment commence as of [DATE] (the "Actual Commencement Date") and will continue for a [two (2)] year term.

3. Letters. Reference in this Agreement to the letters below shall be to the information set forth following each letter.

(A) Name of Employee: PHYSICIAN NAME
California Medical License No.: _____

(B) Bureau: Behavioral Health / Clinic Services / Public Health

(C) Program (*if any*): _____.

(D) Work site: _____.

(E) Work Schedule: To be developed in accordance with the applicable provisions in Exhibit B of this Agreement.

(F) Percentage of full-time equivalent employment status: _____. % (_____FTE)

(G) Attachment(s): Ex. "A" – Terms and Conditions of Employment Agreement; Ex. "B" – Scope of Work
Ex. "C" – Additional Duties

(H) Compensation: Your annual base compensation will be [_____] Dollars ($[___]) per year, subject to annual increases consistent with Article 7.1 of the MOU (4% annual

increases during the MOU term). Compensation shall be prorated for actual service, and shall be subject to all required or customary withholding(s) and deduction(s) and any authorized payroll deductions.

(I) One-time Employment (Sign-on) Bonus: $____

(J) Benefits Allowance: Unit employees who decline the County's health insurance contributions by opting out of County health insurance coverage shall be eligible for a benefits allowance of $19,000 per year if they satisfy the conditions of the eligible opt out arrangement described in the MOU. This allowance shall be paid over a twelve-month period and pro-rated based on the employee's FTE.

(K) The total amount of this Agreement shall include the compensation outlined herein and any special pays per the Unit U Memorandum of Understanding.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year executed by both parties.

DATE: _____ **EMPLOYER:**

By _____
Elsa Jimenez
Director of Health Services
County of Monterey Health Department

DATE: _____ **EMPLOYEE:**

By _____
PHYSICIAN NAME, M.D. / D.O.

APPROVED AS TO LEGAL FORM:
SUSAN BLITCH, County Counsel

_____

DATE: _____

APPROVED AS TO FISCAL PROVISIONS:

_____

DATE: _____

EXHIBIT "A"

TERMS AND CONDITIONS

Table of Contents

I. Employment and Duties. 6
A. Employment. 6
B. Duties. 6

II. Term 7
A. Term. 7
B. Voluntary Resignation. 7
C. Special Termination. 7
D. Termination or Amendment in Response to Reduction of Government Funding. 7
E. Termination Notice and Review Rights. 8

III. Status of Employee. 8
A. "Full-time Employment" 8

IV. Employment Benefits 8
A. Professional Liability Insurance Benefit. 8
B. Professional License. 9
C. Honoraria. 10
D. Outside Professional Services. 10

V. Scheduling Vacations and Continuing Medical Education. 11

VI. Medical / Mental Examinations and Testing. 11

VII. Charges for Services and Other Fees; Compliance With Laws and Regulations. 12
A. Fees and Charges. 12
B. Reports and Records of Charges. 13
C. Representations and Compliance. 13

VIII. Compliance With Ethics and Laws. 13
A. Representations. 13
B. Notice of Action. 14
C. Ethics. 14
D. Disruptive Behavior, Discrimination, Sexual Harassment and Workplace Violence. 15

IX. Termination of Employment 15
A. Termination of Employment. 15
B. Process for Loss of Medical Staff Privileges. 15
C. Termination For Breach of Agreement Cause. 16
D. Proration. 18
E. Advancing Termination. 18
F. Employer's Assets. 18

X. Termination Because of Death or Illegality. 19

XI. Release of Employment Records or Required Reports. 19
A. Material Information. 19
B. Disclosure. 19
C. Release & Hold Harmless Agreement. 19
D. Confidentiality. 20
E. Survival. 20

XII. Patient Records. 20
A. Files and Records. 20
B. Patient Record Requests. 21
C. Storage of Records. 21

XIII. Protection of Proprietary Rights. 21
A. Confidential Information. 21
B. Survival. 21

XIV. Doctor - Patient Relationship; Nondiscrimination. 22

XV. Payor Contracts. 22
A. Agreement to be Bound. 22
B. Confidentiality. 22
C. Power of Attorney For Third Party Payor Contracts. 22
D. Survival. 22

XVI. General Provisions. 23
A. Notices in Writing. 23
B. Waiver of Breach. 23
C. Integration, Modification, Waiver of Agreement. 23
D. Interpretation. 23
E. Partial Invalidity. 24
F. Severability. 24
G. Binding Effect. 24
H. Survival. 24

I. Confidentiality. 24
J. Construction of Agreement. 24
K. Agreement to Perform Necessary Acts. 24
L. Statutes and Regulations. 24
M. Governing Law. 25
N. Cumulation of Remedies. 25
O. Subcontracting, Delegation of Performance and Assignment. 25
P. Time of Essence. 25
Q. Counterparts. 25

EXHIBIT "A"
TERMS AND CONDITIONS

I. Employment and Duties.

A. Employment.

Subject to and strictly within the terms, conditions and provisions of applicable law and regulations, and the Health Department Bureau Specific policies and procedures and Medical Staff Bylaws, the Employer hereby employs PHYSICIAN NAME, M.D./ D.O., "Employee", who is qualified and licensed to practice medicine in the State of California, to render and perform medical or other health care services under the direction and designation of the Employer in the ____ Bureau. All references hereinafter to "practice of medicine," "medical" or "medical practice" shall include those other health care practices and services for which Employee is appropriately licensed and that are the subject of Employee's employment hereunder.

B. Duties.

The Employee agrees to comply with all policies concerning the attending of patients and medical practice at the Employer's various practice sites that are established by the Employer, its Departments, or Bureaus from time to time during the term of this Agreement, or any extension thereof. The Employee agrees to practice in accordance with the applicable provisions of the Health Department's policies and procedures and Medical Staff Bylaws.

The Employee understands that Employer's medical practice includes patients under a variety of payment programs and, within the scope of Employee's medical specialty, Employee agrees to provide care to all patients, of any payor type, that may be assigned to him/her or that may request his/her services, subject to any policy of Employer permitting the transfer or reassignment of patients. During the term of this Agreement, the Employee shall render all such medical care and treatment in accordance with the Scope of Services attached to this Agreement as **Exhibit "B."**

Employee shall comply with all applicable County personnel and other County policies and procedures, as adopted or amended from time to time, whether referenced in this Agreement or not. In addition, the Employee shall comply with all applicable Health Department regulations, policies and procedures as may be adopted or amended from time to time. Employee shall complete and file all forms and make written acknowledgment of such policies as are required by the County. Employee shall abide by all applicable laws, rules, regulations and policies and procedures, in the performance of his/her duties and obligations under this Agreement. If applicable, the Employee shall maintain medical staff privileges at the Hospital and/or other health care facilities designated by Employer, and shall cooperate with and participate in quality assurance, utilization review, peer review, and Hospital compliance plan processes established by the Employer or Natividad, their Departments or Bureaus, Hospital Medical Staff Bylaws, County or Hospital rules and regulations, and/or County or Hospital policies and procedures.

II. Term

A. Term.

The commencement date and term of employment hereunder are set forth on Page 1, in Paragraph 2 of this Agreement. Employment is subject, however, to earlier termination in accordance with this Agreement and applicable MOU provisions.

B. Voluntary Resignation.

Independent of and separately from the provisions of Paragraph X.B., the Employee reserves the right, to voluntarily resign from employment, and terminate this Agreement, conditioned upon written notice given not less than ninety (90) calendar days prior to the effective date of such resignation. The effective date of the resignation may be modified by mutual agreement of the parties.

Employer may advance the effective date of the voluntary resignation as it deems advisable within its sole discretion, by paying to Employee the compensation, less withholdings and deductions, that would be earned had Employee worked from the advanced effective date of the voluntary resignation to the end of the applicable notice period. In order to do so, the Employer must make a determination that circumstances exist that make the immediate removal of the Employee in the best interests of the County, and that the Employee cannot be effectively used in his/her job classification within the department.

Employees may be subject to voluntary resignation pursuant to PPPR A.34.

C. Special Termination.

Notwithstanding any other provision to the contrary, Employer shall have the right to terminate Employee's employment (1) upon notice effective immediately in the event the facility used by Employee in conducting Employer's medical practice becomes unusable for patient care or treatment, or (2) upon thirty (30) days' written notice for the purpose of modifying or revising this Agreement. To the extent that this provision is subject to the MMBA, UAPD may request to meet and confer prior to a change to wages, hours and terms and conditions of employment.

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 Employer for services that are to be provided under this Agreement, Employer, may elect to terminate this Agreement by giving written notice of termination to Employee effective immediately or on such other date as Employer specifies in the notice. Alternatively, Employer and UAPD may mutually agree to amend the Agreement in response to a reduction in Federal, State or local funding. To the extent that this provision is subject to the MMBA, UAPD may request to meet and confer prior to a change to wages, hours and terms and conditions of employment. The Employer holds the sole and absolute discretion regarding the need to eliminate positions due to the lack of funding.

E. Termination Notice and Review Rights.
In the event the Employer invokes its right to terminate employment (other than for reasons of job abandonment) under this Agreement prior to the term of employment set forth on Page 1, in Paragraph 2 of this Agreement, the provisions of Paragraph IX.C of this Agreement shall apply, and the Employer shall comply with the obligations, and the Employee shall have the response and review rights, described in Paragraph IX.C. To the extent that this provision is subject to the MMBA, UAPD may request to meet and confer prior to a change to wages, hours and terms and conditions of employment.

III. Status of Employee.

A. "Full-time Employment"
Under the provisions of this Agreement is defined as the rendering of professional and/or administrative services on behalf of the Employer for the equivalent of at least ____ days per year[1]. A day for purposes of this Agreement shall be determined by Employer in accordance with the policies and procedures of Employer as adopted and modified from time to time, but shall otherwise not be less than eight (8) hours.

B. The parties acknowledge and understand that Employee, as a licensed professional physician, is exempt from the provisions of the statutes and regulations of the Fair Labor Standards Act, Title 29 U.S.C. Section 200, *et seq*.

IV. Employment Benefits

A. Professional Liability Insurance Benefit.
In addition to the general liability coverage that Monterey County carries on each and every Employee, the Employer shall, at its own cost and expense, obtain and maintain in force during the term hereof a professional liability insurance policy or policies, in amounts to be determined by Employer covering only those medical services and administrative services rendered by the Employee within the course and scope of his/her employment hereunder. Such insurance coverage shall include any self-insured retention by Employer. Employer may change deductibles, modify any self-insured retention, and/or adopt any other insurance arrangement as Employer deems appropriate within its sole discretion, so long as Employer maintains the minimum liability insurance coverage for the medical and administrative services rendered by the Employee that is required by the County, as currently amended.

1. The Employer maintains "claims made" professional liability insurance coverage. As a condition of employment, Employee shall be required from time to time to complete all insurance forms and supply other

[1] The general expectation for full time employment is 260 days per year. However, service lines may have different requirements

information deemed necessary or appropriate by Employer or by any insurer who provides or may provide coverage to Employer.

2. **"Continuous Coverage."** Because Employer has procured professional liability insurance covering Employee on a "claims made" basis, Employer shall hereafter at its sole cost and expense obtain and maintain "Continuous Coverage" that provides professional liability coverage to the Employee after this agreement expires or terminates for occurrences during employment. The Continuous Coverage shall be in such amounts as Employer deems appropriate for medical services and administrative services rendered by the Employee within the course and scope of his/her employment hereunder. If the current underlying insurance agreement between Employer and its insurance carrier expires or terminates, the Continuous Coverage will expire or terminate and Employer shall obtain and maintain, at its expense, Extended Reporting Period coverage and/or Prior Acts coverage, providing coverage equal to or greater than that provided by the expired/terminated Continuous Coverage.

3. **Investigation of Professional Liability Claims.** To the extent that (1) a professional liability insurance policy or policies is/are provided pursuant to this Paragraph V.B.3, and/or (2) the Employee was acting within the course and scope of his/her duties under this Agreement at the time of the alleged act or omission, the insurer and/or Employer shall have the complete authority to process and administer any investigation and/or defense of any claims brought either (1) under the professional liability insurance policy, or any claim within the retained limits of such policy, or (2) based on the Employer-Employee relationship, on behalf of or for the benefit of Employee. Such authority shall include, without limiting the foregoing, authority to appoint an agent to process and administer the investigation and/or defense of (*i*) all claims within the limits of such professional liability policy, and (*ii*) all claims within the retained limits of such professional liability policy. The applicable provisions of the Governmental Tort Claims Act, Government Code §810, *et seq*., shall govern the Employer's duty to defend and indemnify the Employee. Employee shall have a duty to cooperate fully with Employer and/or the insurer in any and all such matters, without additional compensation, in the prosecution and/or defense of any threatened or initiated legal proceeding, claim, investigation, or hearing of any nature whatsoever with respect to which the Employer's and/or Employee's liability is at issue or the Employer is/may be entitled to indemnification hereunder. Such duty shall survive the termination of this Agreement for any incident(s) occurring, either all or in part, within the term of this Agreement.

B. Professional License.

Employee shall at his/her sole cost and expense, be responsible for fulfilling on a timely basis all

licensure, medical organization membership, and continuing medical education requirements imposed by law or regulation, except that:

1. An Employee who works at least seventy-five percent time (0.75 FTE) shall be entitled to reimbursement for the cost of Employee's renewal fee for Employee's California medical license on condition that the license is required to be renewed during the term of this Agreement.

C. Honoraria.

Are subject to the policies, practices and procedures that are adopted, amended or revoked from time to time by or under the authority of the County's Board of Supervisors or County Administrative Officer, specifically including those mentioned in this Agreement. Employee shall be solely responsible for payment of any and all applicable taxes and withholdings thereon.

D. Outside Professional Services.

In the event that the parties agree that Employee may from time to time provide consulting or other professional services to organizations other than the Health Department, Employee agrees to follow and abide by County and Health Department rules and procedures for approval of outside employment. (See, *e.g.*, Personnel Policies & Procedures Resolution No. 98-334, Section B.14.) In any provision of outside consulting services by Employee:

1. Employee shall provide all outside professional services on his/her own personal time and not during hours he/she is obligated to provide services to the Health Department.

2. Employee shall make no claim(s) to be an agent or representative of the Health Department when providing or negotiating for the provision of outside professional services.

3. The outside professional services provided by Employee shall in no way be permitted to interfere with the Employee's performance of job duties or the ability to provide services to the Health Department as described in this Agreement and its attachments.

4. No outside employment shall be undertaken by the Employee that does or may present a conflict of interests, or that has or may have the appearance of a conflict of interests with the duties and obligations of the Employee under the provisions of this Agreement and its attachments.

5. Employee shall provide no outside professional services to healthcare systems in exchange for compensation within the Relevant Geographic Area except when it is mutually determined by the Health Department and Employee after

discussion that such outside activities do not detrimentally affect the services or quality of care rendered hereunder. Health Department agrees that it shall not unreasonably withhold such determination. The phrase "Relevant Geographic Area," as used herein, means that geographic area of California composed of the following counties: Monterey, Santa Cruz, San Benito, Santa Clara, San Luis Obispo, and San Mateo; provided however, in the event that such geographic area exceeds the maximum area permitted by law or for any other reason does not state an appropriate geographic area within which the provisions of this section shall apply, then within the maximum geographic area as renegotiated by the parties in good faith or as reformed by a court.

6. Employee agrees to give the Employer prompt written notice of any income received from professional honoraria, writings, patents, licenses, public appearances, lectures (outside of and apart from Employee's contractual obligations pursuant to this Agreement), medical business ventures and non-medical activities received during the term of this Agreement. Such income shall belong to Employee, who shall be solely responsible for payment of any and all applicable taxes thereon and deductions therefrom; and Employee shall have the sole right to set the fees for such matters.

V. Scheduling Vacations and Continuing Medical Education.

Scheduling of vacations, continuing medical education and holiday observances are matters to be arranged between Employee and the service director or manager, which shall be achieved in such a manner as to promote the most efficient functioning of the Health Department in providing patient care. Scheduling shall be accomplished pursuant to such Health Department rules and procedures as may be promulgated and/or modified from time to time. To the extent that this provision is subject to the MMBA, UAPD may request to meet and confer prior to a change to wages, hours and terms and conditions of employment.

VI. Medical / Mental Examinations and Testing.

A. Employee represents that he/she is physically and mentally capable of safely and competently performing the services required by this Agreement. During the term of this Agreement, the Employer, at its sole discretion, may require the Employee to undergo medical/ mental examination(s), including all necessary testing, which will be performed by physicians and/or other health care professionals designated by the Employer and at the Employer's sole expense, to verify that Employee is currently capable of safely and competently rendering the services required by this Agreement; and if not, to determine those limitations to which the Employee is subject. The Employee agrees to undergo such medical examination(s) if requested by the Employer, in accordance with County policy, as adopted and amended from time to time.

B. It is the policy of Employer to maintain a workplace that is free of alcohol and drugs, in order to protect patients and co-workers, and Employer has adopted policies to that effect in compliance with federal and state law. Employee represents that he/she is now and will remain in compliance with this policy, so that he/she can safely and competently perform all of the services required by this Agreement. The parties mutually agree that abuse of drugs or alcohol is incompatible with health, safety, efficiency and the successful delivery of high quality healthcare to patients. Employees who are under the influence of or impaired by a drug or alcohol on the job endanger their own health and safety, as well as that of patients.

1. The conduct prohibited by this policy includes but is not limited, to the following:

a. the abuse of any legal drug;
b. the possession or use of any illegal drug;
c. the abuse of alcohol; and
d. working while impaired by the use of a legal drug, an illegal drug, and/or alcohol

2. If Employer has a reasonable suspicion that Employee is performing services in an impaired condition, Employer may refer the matter to the hospital's Chief Medical Officer for handling in accordance with applicable law and regulations, the Medical Staff Bylaws and/or County policies, as amended and adopted from time to time. Employee's refusal to cooperate with the process shall be deemed, within the Employer's sole discretion, a major breach of this Agreement.

VII. Charges for Services and Other Fees; Compliance With Laws and Regulations.

A. Fees and Charges.

Unless otherwise specifically provided herein, all charges and accounts receivable for professional services rendered by the Employee shall be the sole property of the Employer, and the Employer shall have the exclusive authority to establish all fees to be charged for services rendered by the Employee. The parties agree that Employee shall not bill or charge, or cause any other person to bill or charge, any patients, payors or other responsible third parties, for services rendered pursuant to this Agreement. Health Department shall be solely responsible for billing and collecting all fees and charges from patients, payers or other responsible third parties for any services performed by Employee under this Agreement. Employee agrees to cooperate in completing all necessary paperwork to facilitate billing by Employer.

1. Employee agrees to be enrolled in the Medicare and Medicaid (Medi-Cal) Programs as required in order to permit Health Department to bill for Employee's services.

2. Employee shall be reasonably available to participate in any appeal or other action by or against any payor, reimbursement or payment program in connection with any denial, refund, or other payment dispute in which Employee's performance of professional medical services is at issue. The provisions setting forth the obligations, rights and duties of the parties contained in this Paragraph shall survive the termination or expiration of

this Agreement.

B. Reports and Records of Charges.

Employee shall promptly prepare and file, in accordance with the time lines, policies and procedures established by the Employer from time to time, full, accurate and complete medical records and reports of all examinations, procedures and other medical services performed by Employee hereunder. Employee shall cooperate with Employer in preparing and completing any and all records, reports or claim forms required to be completed in order for Employer to bill and/or to be paid or reimbursed by patients, payers or other responsible third parties for medical services rendered by Employee. Employee shall assist the Employer in analyzing or interpreting any and all reports prepared by Employee to the extent requested.

C. Representations and Compliance.

In performing services and preparing records under this Agreement, Employee shall at all times comply with all applicable laws and regulations and policies and procedures.

1. By the submission of any record or report of any examination, procedure or other medical services, Employee shall be deemed to represent and warrant to Employer that: (1) the record or report is full, accurate and complete to the best of his/her knowledge; (2) the services performed were medically necessary for diagnosis and/or treatment of the patient; (3) the services described were actually performed for the patient indicated; (4) Employee personally performed all services described in the record or report; and (5) the level and character of services performed is accurately described.

2. Employee agrees to complete all Compliance Training as set forth in the Policies and Procedures. Employee agrees to review, and abide by, all applicable Codes of Conduct. Employee shall report any reasonably suspected compliance violations to his/her Service Director or Manager, supervisor, designated compliance contacts, or via the hotline (if applicable). Employee understands that reasonable reports of suspected violations will not result in any retaliatory actions.

VIII. <u>Compliance With Ethics and Laws.</u>

A. Representations.

The Employee represents that he/she is a physician or other health care provider duly licensed to practice medicine or other health care profession in the State of California, is in good standing with the Medical Board of California, or other governing board (the "Board") and that he/she has never been and is not now the subject of any pending disciplinary action by the Board or the equivalent medical licensing authority of any other state in the United States, or on notice of possible assertion of disciplinary action(s), other than such action(s) previously fully disclosed to the

Employer in writing. At all times during the term hereof, the Employee shall be and remain licensed to practice medicine or other health care profession in the State of California.

The Employee hereby further certifies that he/she is not currently excluded, suspended or barred from participation in Medicare, Medicaid, Medi-Cal, or any other plans and programs that provide health benefits funded directly or indirectly by the United States or the subject of an audit or investigation related to these programs. Furthermore, Employee certifies that he/she has not had any actions taken against his/her Medicare, Medicaid, or Medi-Cal participation, including revocation, termination, suspension, or similar action. Employer may take any necessary actions in response to the imposition of one of the actions set forth in this paragraph, up to and including termination of this Agreement. In providing the professional physician, and/or teaching and administrative services under this Agreement, Employee shall at all times comply with all applicable laws, rules and regulations applicable to Employee, including, without limitation, the False Claims Act (31 U.S.C. §§ 3729-3733), Anti-Kickback Statute (42 U.S.C. § 1320a-7b), Physician Self-Referral Law (42 U.S.C. § 1395nn), and Civil Monetary Penalties Law (42 U.S.C. § 1320a-7a); the Medical Staff Bylaws, County or Health Department rules and regulations; and with the Health Department and its peer review, quality assurance, utilization review, and compliance program functions, and all Health Department policies and procedures.

In addition, in providing services pursuant to the terms of this Agreement, Employee shall actively assist the Health Department in assuring that the Health Department meets the standards and requirements of applicable laws and regulations, third party accreditation requirements, and third party payor certification requirements.

Employee shall serve and actively participate in the various committees of the Health Department medical staff, as set forth in the Medical Staff Bylaws (if applicable), or as requested or required by the Medical Director from time to time.

Employee acknowledges that Employer has no duty to or expectation of any referrals to Employee for medical services to be performed outside of this Agreement.

B. Notice of Action.

The Employee agrees to give the Employer prompt written notice of any investigation or action, pending or threatened, concerning any matter of which the Employee acquires knowledge which arises from patient care provided by Employer hereunder, or may affect his/her license to practice medicine or other health care profession, eligibility to participate in Medicare, Medicaid, Medi-Cal or any other plans or programs that provide health benefits funded directly or indirectly by the United States, or medical staff privileges at any health care facility. Such notice shall be provided to the Employer within ten (10) days of receipt.

C. Ethics.

The Employee covenants that in performing his/her duties for the Employer, the Employee will

comply with all of the ethics, laws and regulations governing the practice of medicine in the State of California, including all applicable rules and regulations of the applicable California Medical Board, and all federal, state and/or local statutes, regulations or ordinances applicable to the practice of medicine.

D. Disruptive Behavior, Discrimination, Sexual Harassment and Workplace Violence.
The Employer's policies and procedures prohibit disruptive behavior and discrimination in any of its forms, including sexual harassment, and forbid violence in the workplace or anywhere else having a nexus with the workplace. Employee's signature on this Agreement constitutes Employee's promise to complete all required training, remain informed regarding such policies, and to fully comply therewith.

IX. Termination of Employment.

A. Termination of Employment.
The Employee and the Employer each has the separate and independent right to terminate this employment relationship by notice at any time, pursuant to the terms set forth in this agreement, and all applicable sections of the MOU. Any changes to the MOU are subject to the MMBA. Accordingly, there may be meet and confer obligations prior to a change to wages, hours, and terms and conditions of employment.

Employee shall not accrue any vested property right to or legally protected interest in continued or permanent employment because of this Agreement. The procedure(s) for termination of this employment Agreement shall be limited to that which is specifically set forth in either (1) this Agreement, or any mutually agreed upon amendment hereto, or (2) any applicable sections of the MOU.

To the extent permitted by law, the expiration of this Agreement, or its earlier termination, shall not require adherence to or compliance with any of the procedures set forth in the Medical Staff Bylaws, such as a Medical Staff hearing or other applicable procedures. In addition, the termination of this Agreement shall have no effect on the physician's Medical Staff membership, status or privileges; provided, however, that any exclusive rights or privileges of said physician derived solely under this Agreement shall thereupon immediately terminate without compliance with any Medical Staff Bylaws, or rules, regulations, policies and procedures, to the extent permitted by applicable law.

B. Process for Loss of Medical Staff Privileges.
If Employee fails to maintain Medical Staff privileges or has them revoked in accordance with Employer Medical Staff Bylaws, the Employee shall be immediately placed on a concurrent unpaid leave of absence. Failure to have Medical Staff privileges restored in accordance with Employer Medical Staff Bylaws within thirty (30) days of loss or revocation may result in termination of employment consistent with Paragraph IX.A and shall constitute a termination for cause in accordance with Paragraph IX.C.

If employee is placed on suspension in accordance with Employer Medical Staff Bylaws, the Employee shall

also be immediately placed on a concurrent unpaid leave of absence. If Employee has Medical Staff privileges limited or restricted in accordance with Employer Medical Staff Bylaws, Employee may have Employee's salary reduced or be placed on a concurrent unpaid leave of absence. Subsequent termination of employment based on suspension in accordance with Employer Medical Staff Bylaws or Medical Staff privileges limitation or restriction in accordance with Employer Medical Staff Bylaws shall constitute a termination for cause in accordance with Paragraph IX.C.

C. Termination For Breach of Agreement Cause.

The employment of the Employee may terminate immediately and without any obligations set forth in Paragraph II, upon the occurrence of any one or more of the following events, subject only to the procedural requirements of Paragraph IX.A above:

1. The suspension or revocation of the Employee's license to practice of medicine or health care profession by the applicable California licensing Board;

2. The revocation, termination, suspension or disbarment from participation in Medicare, Medicaid, Medi-Cal and/or all other plans and programs that provide health benefits funded directly or indirectly by the United States.

3. The restriction or termination of the Employee's medical staff privileges at any hospital or other health care facility; provided, however, that temporary suspension or loss of medical staff privileges as a result of the failure to pay medical staff dues, or failure to comply with administrative requirements of the hospital or because of insufficient patient care activities at a hospital shall not result in the termination of Employee's employment under this Agreement, unless the loss of hospital staff privileges renders Employee unable to perform his/her duties hereunder; and provided that the Employee takes prompt effective action to have his/her medical staff privileges restored;

4. The Employee is unable to qualify or is unable to remain qualified at standard premium rates for the professional liability insurance coverage maintained by the Employer;

5. Within the sole and complete discretion of the Employer, termination of this Agreement may result immediately in the event of the occurrence of any one or more of the following:

a. The Employer determines that the Employee has violated Employer's policies for an alcohol/drug free workplace;

b. The Employee is reasonably alleged, as determined by the

Employer, to have engaged in serious violations of law, regulation, or professional ethics that the Employer determines may result in harm either to patient care or to the reputation of the Employer;

c. The Employer determines that the Employee is in violation or breach of any provision of this Agreement, and thirty (30) days has passed since written notice of the violation or breach has been given by the Employer, without remedy thereof by the Employee to the satisfaction of the Employer;

d. The Employer determines that any representation made by the Employee in this Agreement, including but not limited to Paragraph VI, Paragraph VII.C.1, Paragraph XIII.A, or Paragraph IX.B., hereinabove, is in any material respect false, untrue or misleading, including any material omission;

e. The Employer determines that the Employee has failed to give prompt written notice to the Employer of the existence of an investigation concerning the professional competence of the Employee by the medical staff of a hospital or health care facility at which the Employee has been granted staff privileges, by the applicable California licensing Board or the equivalent licensing authority of any other state, or of the existence of any pending or threatened action or proceeding concerning the Employee involving allegations of professional misconduct, malpractice or incompetence, or sexual harassment on the part of the Employee, or of the existence of any pending or threatened action of proceeding concerning the Employee involving allegations of Medicare, Medicaid, and Medi-Cal fraud, waste or abuse;

f. The Employer determines that there exists "medical disciplinary cause or reason," as that term is defined by Business & Professions Code §805(a)(6), pursuant to the procedures established by the Employer in accordance with Business & Professions Code §§809 through 809.9;

g. The Employee fails to participate or cooperate in Employer's peer review, utilization review, quality assurance and/or compliance program activities or functions or has violated the confidentiality provisions of Paragraph XI.D of this Agreement.

h. A finding of "Reasonable Cause" to believe, after investigation, that the Employee has committed acts of discrimination, and/or sexual

harassment, and/or workplace violence, either in or having a nexus with the workplace.

i. A finding, after investigation, that the Employee has violated a workplace policy and/or procedure that the Employer determines has resulted in harm either to patient care or to the reputation of the Employer.

6. With respect to any material breach not specifically listed hereinabove, including the Employee's failure to meet the performance criteria established by the Employer and/or its governing board(s), as modified from time to time, for either the provision of medical services or for teaching or administrative performance, the parties mutually agree that each party shall give the other notice of any such breach, and shall afford the other a reasonable amount of time, not to exceed thirty (30) days, to cure said breach prior to giving notice of termination of this Agreement for cause.

D. Proration.

Except as otherwise provided in this Agreement, the Employee's compensation and benefits under this Agreement shall be prorated to the last day during which the Employee actually performs services for the Employer.

E. Advancing Termination.

If a notice of termination is given by the Employer, Employer may advance the effective date of termination as it deems advisable within its sole discretion, by paying to Employee the compensation, less withholdings and deductions, that would be earned had Employee worked from the advanced effective date of termination to the end of the applicable notice period. If a notice of termination is given by Employee, Employer may advance the effective date of termination as it deems advisable within its sole discretion, by paying to Employee the compensation, less withholdings and deductions, that would have been earned had Employee worked from the advanced effective date of termination for an additional thirty (30) days. In order to do so, the Employer must make a determination that circumstances exist that make the immediate removal of the Employee in the best interests of the County, and that the Employee cannot be effectively used in his/her job classification.

F. Employer's Assets.

Upon termination of employment for any reason, Employee shall have no right or claim to any of Employer's medical practice or the assets thereof, including, without limitation, its accounts receivable, equipment, telephone numbers, patient lists and records, including x-rays and photographs, or any other assets or proprietary rights of any kind or type belonging to Employer.

X. Termination Because of Death or Illegality.

A. In the event of the Employee's death during the term hereof, Employee's employment hereunder shall terminate immediately.

B. Notwithstanding anything to the contrary herein contained, in the event performance by either party hereto of any term, covenant, condition or provision of this Agreement should jeopardize the license of either party, its participation in or reimbursement from the Medicare, Medi-Cal, Blue Cross or other reimbursement or payment programs, its tax-exempt status or the tax-exempt status of interest earned on any of its bonds or other financial obligations, or its full accreditation by any state or nationally recognized accreditation organization, or if for any other reason said performance should be in violation of any statute, ordinance, or be otherwise deemed illegal, or be deemed unethical by any recognized body, agency, or association in the medical or hospital fields, the parties shall use their best efforts to resolve the illegality through the renegotiation of the applicable portions of this Agreement. If the parties are unable to reach agreement on such changes within thirty (30) days after initiating negotiations, Health Department or Employee may, at their option, terminate this Agreement upon thirty (30) days' prior written notice to the other party.

XI. Release of Employment Records or Required Reports.

A. Material Information.

In the event that the Employer at any time has reasonable cause to believe that a complaint has been made against the Employee by a patient, the California Medical Board, any other person or governmental entity, any health care facility at which the Employee has been granted staff privileges, or the National Practitioner Data Bank is conducting or has conducted an investigation relating to the Employee's professional credentials or competence, the Employer shall have the right to obtain and review any material information regarding any such complaint or investigation. The Employee hereby consents to the release and disclosure of any such information by any such entity, agency or health care facility to the Employer and agrees to cooperate with the Employer upon request to permit the Employer access to such information, including the execution of such consents and waivers as may be required by any such entity, agency, or health care facility.

B. Disclosure.

The Employee hereby consents to the disclosure by the Employer of any material information relating to the Employee's professional credentials or competence to any health care facility at which the Employee has been granted staff privileges, and to any HMO, PPO, third-party payor, or similar organization for whom the Employer provides, or may provide, medical services, the California Medical Board, and the National Practitioner Data Bank.

C. Release & Hold Harmless Agreement.

The Employee agrees, as a condition of entering into this Agreement of Employment, to release

from liability and hold harmless the Employer, its Board of Supervisors, Board of Trustees or other governing board(s), officers, employees and agents, to the fullest extent permitted by law, for their good faith act(s) and communication(s) of information and documents in connection with the Employer's participation in peer review, utilization review, quality assurance and/or compliance program functions and activities for the purposes of monitoring or evaluating the Employee's training and experience, performance, competence, character, conduct and judgment. Further, the Employee releases all such parties from liability, to the fullest extent permitted by law, for the good faith communication of all information and documents between the Employer and any other persons, organizations or health care entities of any kind with which the Employee may have been or may become affiliated, for purposes of such evaluation. Employee shall, upon request, execute general and specific releases in accordance with the express provisions and general intent of this Subparagraph, except that execution of such releases shall not be deemed a prerequisite to the effectiveness of this Subparagraph.

D. Confidentiality.

The Employee understands that the Employer performs peer review, utilization review, quality assurance and/or compliance plan functions and activities, and that the Employee may be requested or required to participate in those activities. The Employee understands that confidentiality is essential to the effective performance of peer review, utilization review, quality assurance (see, *e.g.*, Evidence Code §1157) and/or compliance program activities, and is required by law (*e.g.*, California Civil Code §56; Health Insurance Portability & Accountability Act of 1996 ("HIPAA") and accompanying Federal Regulations) of both Employer and Employee. The Employee therefore agrees to maintain the confidentiality of all information received by the Employee pertaining to such activities and agrees not to voluntarily disclose such information to any person or entity, except (i) for persons specifically authorized to receive it in the conduct of the Employer's affairs or as directed by the Employer's authorized officers, or (ii) as required in conjunction with other hospital, professional society, or licensing authority. The Employee acknowledges that a breach of this provision may result in irreparable harm and legal liability to the Employer and affected practitioners, and that any breach or threat of breach of this provision is grounds for legal action against the Employee, including but not limited to an injunction to prevent or enjoin such disclosure, or for damages resulting from such disclosure.

E. Survival.

The provisions setting forth the obligations, rights and duties of the parties contained in this Paragraph shall survive the termination or expiration of this Agreement.

XII. <u>Patient Records.</u>

A. Files and Records.

Any patient files and medical records created or compiled by, or added to by Employee during the term of Employee's employment are and shall remain the sole property of Employer, and Employee shall have no right to or property interest in such patient files, medical records, or the accounts receivable due from patients. Further, Employee will not disclose or use in any way

adverse to the Employer or any patient, or contrary to law or regulations or policies and procedures, any such confidential information, patient lists or other proprietary information belonging to Employer.

B. Patient Record Requests.

Following the termination of Employee's employment, any patient who makes a request will be provided with the forwarding business telephone number of the Employee, if former Employee provides Employer with such a number in writing. Patients may submit a written request to have a copy of their medical records delivered to the former Employee, provided that a reasonable copying charge is paid to Employer by the former Employee. However, nothing contained in this Paragraph XII.B shall be construed to relieve the former Employee from the prohibitions against solicitation of former patients or encouraging them to seek medical care other than from Employer.

C. Storage of Records.

The parties agree that after the termination of Employee's employment, Employer shall continue to store and maintain its patient medical records for the period required by law, and Employee shall be allowed reasonable access to such records for purposes relating to the defense of any threatened or pending medical malpractice action(s).

XIII. Protection of Proprietary Rights.

A. Confidential Information.

Employee expressly acknowledges that during the course of his/her employment with Employer, he/she may have access to trade secrets, proprietary information and confidential information of Employer including, but not limited to, patient files and records, patient volumes, market share, strategic business planning, referring physicians, the identity, names addresses, telephone numbers and medical history of existing patients and prospective patients, the terms of provider agreements with HMO's, PPO's and third-party payors, as well as the referral sources and methods of doing business of Employer. Employee expressly agrees that all such information shall be and remain confidential and the property of Employer. Employee shall not communicate such information, records or property to any third persons, duplicate, photocopy, transcribe, remove any such information, records or property from the premises of Employer, or otherwise make use of such information. Further, Employee agrees that both during and after his/her term of employment, Employee shall protect and preserve the confidential and proprietary nature of all such information, records or property and shall not: (i) disclose such information to any other person or entity, except to the extent required by law or medical ethics; or (ii) use such information to the advantage of him/herself or any other person or entity.

B. Survival.

The provisions setting forth the obligations, rights and duties of the parties contained in this Paragraph shall survive the termination or expiration of this Agreement.

XIV. Doctor - Patient Relationship; Nondiscrimination.

A. Nothing contained herein shall be construed to modify, alter or change in any manner or respect, as to patients of the Employer served by the Employee, the ethical relationship of doctor and patient.

B. Except to the extent that a circumstance such as age, sex, preexisting medical condition, or physical or mental disability is medically significant to the provision of appropriate medical care to the patient, Employee shall ensure that he/she shall not refuse to respond to a request for any administrative, professional or other service described herein on the basis of a patient's race, ethnicity, religion, national origin, citizenship, age, sex, sexual preference, preexisting medical condition, physical or mental disability, insurance status, economic status, or ability to pay for medical services.

XV. Payor Contracts.

A. Agreement to be Bound.

Employee agrees to participate in and be bound by all applicable provisions of any health care contracts to which Employer is now, or hereafter becomes a party, and any other agreements under which Employer provides medical services. Employee agrees to do all such acts as are required in furtherance of such participation, including completion of necessary forms and provision of requested or required information. Employee understands that such agreements may impose procedural or protocol requirements and quality assessment and/or utilization guidelines upon Employee, and Employee agrees to abide by such requirements.

B. Confidentiality.

Employee agrees that all such health care contracts are confidential, and Employee shall not use, disclose, or disseminate to any person or entity information concerning the terms, conditions, or provisions of such agreements. Further, Employee shall not enter into any health care contract on behalf of Employer, unless Employer first approves said contract in writing and specifically requests Employee to execute such contract.

C. Power of Attorney For Third Party Payor Contracts.

Employee appoints the Chair of the Board of Supervisors, the Health Department Director, or his/her designee, to be and act as Employee's true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, to act in Employee's name, place, and stead, for the purpose of executing on behalf of Employee any and all health care contracts with third-party payors.

D. Survival.

The provisions setting forth the obligations, rights and duties of the parties contained in this Paragraph shall survive the termination or expiration of this Agreement.

XVI. General Provisions.

A. Notices in Writing.

Notices under this Agreement shall be sent to the parties by personal delivery, by electronic facsimile, or by certified registered mail, return receipt requested, postage prepaid in the United States Postal Service at the address listed in the Employer's Human Resources system. Employee is responsible for ensuring a current address and telephone number is on record at all times, utilizing the Employee Self Service (ESS) system. Notice shall be deemed effective upon delivery or transmission if delivered or sent by facsimile and on the third (3rd) day after mailing. All notices required by this Agreement shall be sufficient if given in writing that is delivered to Employee personally or to Employee's residence, or sent by first class or by registered mail to the Employee's residence as to the Employee, or to the Employer's Administrative office as to the Employer.

B. Waiver of Breach.

The waiver by either party of a specific breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by the other party.

C. Integration, Modification, Waiver of Agreement.

Each party agrees that the making, execution and delivery of this Agreement by the parties has not been induced by any representations, statements, warranties or agreements other than those herein expressed. This Agreement, including the recitals, attachments and exhibits hereto, embodies the entire understanding of the parties. There are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof, unless expressly referred to by reference herein. Without limiting the foregoing, this Agreement shall supersede all prior agreements between the parties as of the effective date hereof. This Agreement may be amended or modified only by an instrument in writing, signed by the party to be charged.

The parties mutually agree that no evidence of any waiver or modification of any provision of this Agreement shall be offered or received in evidence in any administrative or court proceeding, or in any litigation between the parties hereto arising out of or affecting this Agreement, or the rights or obligations of any party hereunder, unless such waiver or modification is in writing, duly executed as aforesaid. The parties further agree that the provisions of this section may not be waived except as herein set forth.

D. Interpretation.

Article and Paragraph headings in this Agreement are not to be considered a part of this Agreement; they are included solely for convenience and reference, and are not intended to be full or accurate descriptions of the content thereof. They shall therefore not be interpreted to affect the validity of this Agreement or to limit or affect any rights, obligations, or responsibilities of the parties arising hereunder. This Agreement is to be interpreted as a whole document, taking into account the intent of its various provisions. Throughout this Agreement, the singular shall include the plural and one gender shall include the other gender wherever necessary.

E. Partial Invalidity.
Except as otherwise provided in Paragraph X.B hereof, if any provision of this Agreement is found to be invalid or unenforceable by any court, such provision shall be ineffective only to the extent that it is in contravention of applicable laws or regulations, without invalidating the remaining provisions hereof, unless such invalidity or unenforceability would defeat an essential business purpose of this Agreement.

F. Severability.
If any provision of this Agreement shall be for any reason invalid or unenforceable, the remaining provisions shall nevertheless be effective.

G. Binding Effect.
This Agreement shall bind and shall inure to the benefit of the heirs, successors and assigns of the parties. Notwithstanding the foregoing, this Agreement, and the rights, duties and obligations created hereunder are personal to the Employee and may not be assigned or delegated by the Employee.

H. Survival.
Except as otherwise expressly provided in this Agreement, all covenants, agreements, representations and warranties, express and implied, shall survive the execution of this Agreement, and shall remain in effect and binding upon the parties until they have fulfilled all of their obligations hereunder and the statute of limitations shall not commence to run until the time such obligations have been fulfilled.

I. Confidentiality.
Employer and Employee shall each comply with all applicable federal and state laws regarding the confidentiality of any and all patient medical records.

J. Construction of Agreement.
The parties agree that each party and its counsel, if any, have 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 or exhibit hereto.

K. Agreement to Perform Necessary Acts.
Each party agrees to perform any further acts and to execute and deliver any further documents as may be reasonably necessary to fully effectuate the provisions of the Agreement during the term thereof.

L. Statutes and Regulations.
Any reference in this Agreement to any statute, regulation, ruling, or administrative order or decree shall include, and be a reference to any successor statute, regulation, ruling, or administrative order or decree.

M. Governing Law.
This Agreement is executed and is intended to be performed solely in the State of California. Any dispute as to the validity, construction, enforcement, or performance of this Agreement or any provision hereof shall be determined in accordance with the laws of the State of California. Venue for any legal action brought by a party pursuant to this Agreement shall be in the Courts of Monterey County.

N. Cumulation of Remedies.
The various rights, options, elections, powers, and remedies of the respective parties hereto contained in, granted, or reserved by this Agreement, are in addition to any others that said parties may be entitled to by law, shall be construed as cumulative, and no one of them is exclusive of any of the others, or of any right or priority allowed by law.

O. Subcontracting, Delegation of Performance and Assignment.
This Agreement and the rights, privileges, duties and obligations of the parties hereunder shall not be subcontracted, delegated and/or assigned by the Employee to a third party.

P. Time of Essence.
The parties agree that time is of the essence throughout the term of this Agreement and any extension or renewal thereof, and of every provision hereof in which time is an element. No extension of time for performance of any obligations or acts shall be deemed an extension of time for performance of any other obligations or acts.

Q. Counterparts.
This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

SAMPLE- Clinic Services Bureau
Exhibit B - Scope of Services is subject to negotiation and review/approval of physician, Medical Director, and Bureau Chief, with final approval from the Health Department Director.

EXHIBIT "B"

SCOPE OF SERVICES- CLINIC SERVICES BUREAU

I. In General. You are being employed as a Physician in a (__ % FTE) position with the Monterey County Health Department ("MCHD").

II. SERVICE NARRATIVE

You will be Board-Certified or Board Eligible in _and will provide medical services to patients of the Monterey County Health Department, Clinic Services Bureau, as scheduled.

III. SERVICE REQUIREMENTS / OBJECTIVES

A. You will:

1. Provide consultation and render clinical outpatient services to patients as needed, within medical specialty, in compliance with applicable rules, regulations and program guidelines.

2. Meet the patient visit standard as set forth by 40.3 – Screening Guidelines of RHC/FQHC Health Care Staff Productivity (Centers for Medicare and Medicaid Services, Revised: October 1, 2003) of at least 4,200 visits per year per full time equivalent physician.

3. Perform medical examinations and treatment of public health, primary care or specialty care patients in compliance with local, state and federal program guidelines.

4. Understand and follow guidelines, policies and procedures, and protocols established by the MCHD and Clinic Services Bureau, including the number and type of outpatient visits and/or procedures scheduled.

5. Provide supervision and guidance to Nurse Practitioners, Physician Assistants and those working in the MCHD clinics.

6. Participate in the monitoring and evaluation process of the MCHD Clinic Services Bureau Quality Assessment. Review process and adhere to practice activities that comply with federal, state and local outcome measures.

7. Perform routine clinical and administrative duties ancillary to provision of patient services such as referrals, medication refills, dictation, resolution of billing issues, and completion of forms and reports.

8. Prepare appropriate and timely patient medical records accurately detailing care and treatment services rendered.

9. Participate in staff meetings and take responsibility for obtaining meeting information if staff meeting is held on Employee non-work day.

10. Cooperate with MCHD in the efficient and effective management of clinic resources.

11. Cooperate with MCHD in fostering strong provider relations with the community, including recommending patient satisfaction measurements of performance in delivery of medical services.

12. Provide all medical services (*i*) in accordance with the standards of ethics and practice as prescribed from time to time by MCHD accrediting agencies, (*ii*) of a quality consistent with the standards of medical practice in the community and in conformity with all applicable legal requirements, and (*iii*) adhere to the provisions of this Agreement, to all applicable federal, state and local statutes, regulations and rules, and to applicable Clinic Services Bureau policies.

13. Cooperate with clinic staff, peers and supervisors in providing medical services and utilization of the resources, facilities, and utilization of the clinic. Comply with all applicable laws, standards, regulations, and accreditation requirements applicable to the operation of the clinics.

14. Exhibit professional behavior and maintain respect for the dignity and sensitivities of patients and families, as well as colleagues, MCHD employees, and all other health care professionals.

15. Communicate information timely and as needed, collaborate effectively, and work as a team.

16. Use best efforts to keep current with developments and changes occurring in your field of practice or scope of employment.

17. Participate in and coordinate with the MCHD Clinic Services Bureau's utilization management, and quality improvement and quality assurance activities to assure adequate and safe services at clinic facilities and achievement of a high level of patient service and care with efficiency and economy in respect to medical services performed by the MCHD.

18. Adhere to MCHD Clinic Services Bureau's credentialing requirements, including the completion of documents as required by Federal and State Law to meet compliance and payer enrollment requirements.

19. Participate in telephone call, if necessary.

20. Perform other duties as assigned by the Medical Director, Bureau Chief or designee.

B. Physician Coverage:

1. You will provide _____ medical services to patients in clinic.

C. Schedule(s). Schedule shall be arranged by either the Outpatient Services Manager, Outpatient Services Director, Medical Director and/or designee.

IV. Provision of Professional Services:

1. You must comply with all Bylaws, Policies, Rules and Regulations of the County, Hospital, Clinic Services Bureau, and with all State and Federal laws and regulations regarding the transfer of patients and treatment of medical patients.

2. You will not be required by this Agreement to treat a type of illness or injury that falls outside the scope of your medical specialty. You are expected to make every reasonable effort to arrange for alternate treatment for such a patient.

V. WORK SITE

Primary Clinic Location:
(Clinic Name)
(Address)

VI. SERVICE DATE AND TIME

The professional medical services that are the subject of this Agreement are to be a total of _____(_ _ _) hours per each normal business week unless otherwise mutually agreed upon.

VII. DESIGNATED CONTRACT MONITOR

Bureau Chief, Monterey County Health Department, Clinic Services Bureau

SAMPLE- Behavioral Health Bureau
Exhibit B - Scope of Services is subject to negotiation and review/approval of physician, Medical Director, and Bureau Chief, with final approval from the Health Department Director.

EXHIBIT "B"

SCOPE OF SERVICES- BEHAVIORAL HEALTH

I. IN GENERAL. You are being employed as a Physician in a ____***percent (____% FTE)*** position with the Monterey County Health Department, Behavioral Health Bureau ("MCHD- BHB") pursuant to the requirements of the Bronzan-McCorquodale Act (California Welfare and Institutions Code Section 5600 et seq.), Part 2.5 of Division 5 of the California Welfare and Institutions Code, and Titles 9 and 22 of the California Code of Regulations.

II. SERVICE NARRATIVE

Provide psychiatric services, diagnostic services, treatment planning, and medication monitoring to clients of the Monterey County Behavioral Health Bureau and other agency partners.

III. SERVICE REQUIREMENTS / OBJECTIVES

A. You will provide:

1. Complete/evaluate all legal/fiscal documents and testify in administrative hearings and/or court hearings as ordered by the court.
2. Complete/evaluate necessary legal documentation for establishment or reestablishment of Lanterman Petris Short (LPS) conservatorship.
3. Provide training and consultation with team members, MCHD-BHB staff, and other agencies. Coordinate care and provide consultation as indicated to physicians at NMC, at other hospital or ED based facilities, or at other designated intensive care facilities.
4. Complete medical record documentation per requirement of the MCHD Director or Behavioral Health BC, or the Department of Healthcare Services.
5. Use a 5-day work time to attend educational meetings which are continuing accredited medical education with prior approval from the Medical Director.
6. Participate in staff meetings.
7. Participate in Quality Improvement functions as assigned at MCHD-BHB
8. Adhere/meet quality and safety guidelines/protocols as established by the Medical Director, MCHD-BHB, and hospitals.

9. Perform other duties as assigned by the Medical Director.
10. Outpatient psychiatric evaluation, consultations, and assessment to include diagnostic services, treatment planning, and medication monitoring in compliance with local, state and federal program guidelines for Monterey Behavioral Health clients.
11. Psychiatric consult and treatment for Behavioral Health clients; Behavioral Health contract agencies; clients referred to Behavioral Health from the juvenile justice system, adult justice system, and Central California Alliance for Health; other mental health providers; and community and County hospitals as authorized.
12. Consultations and reports for social service agencies.
13. Physician direction in all cases with the team or program.
14. Complete disability reports in a timely manner.
15. Job productivity standards (75% billable productivity) as established by the Medical Director.

Other service requirements/objectives could be given depending on assignment.

B. Schedule(s). Schedule shall be arranged by the Medical Director.

IV. WORK SITE(S)

As designated by Medical Director.

V. SERVICE DATE(S) AND TIME(S)

The professional psychiatric services that are the subject of this Agreement are to be ___ *(__)* days per each normal business week (Monday-Friday) and ____*(__)* hours per day for a total of ____ *(___)* hours per week (plus call coverage-if applicable) unless otherwise mutually agreed upon.

VI. DESIGNATED CONTRACT MONITOR

Medical Director
Monterey County Health Department, Behavioral Health Bureau
1270 Natividad Road
Salinas, CA 93906
(831) 755-4510

SAMPLE

Exhibit C – Additional Duties is subject to negotiation and review/approval of physician, Medical Director, and Bureau Chief, with final approval from the Health Department Director.

EXHIBIT "C"

ADDITIONAL DUTIES

The parties mutually agree that the Employee shall perform the following professional duties, which shall be in addition to the Scope of Work set forth in **Exhibit "B"** to this Agreement:

1. Additional Duties.

a. _____

b. _____

c. _____

Introduced: 2/27/2026

Current Status: Criminal Justice - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Chief Contracts & Procurement Officer or their designee to execute an Agreement with GEO Reentry Services, LLC, to provide services to adult offenders participating in the Day Reporting Center for the period April 1, 2026 through March 31, 2031 and for a total not to exceed amount of $7,678,756; and
b. Authorize the Chief Contracts & Procurement Officer or their designee to execute future amendments to the Agreement where the total amendments do not significantly change the scope of work, do not exceed 10% ($767,876) of the total Agreement amount and with approval from the Office of County Counsel.

RECOMMENDATION:
It is recommended that the Board of Supervisors:

a. Approve and authorize the Chief Contracts & Procurement Officer or their designee to execute an Agreement with GEO Reentry Services, LLC, to provide services to adult offenders participating in the Day Reporting Center for the period April 1, 2026 through March 31, 2031 and for a total not to exceed amount of $7,678,756; and
b. Authorize the Chief Contracts & Procurement Officer or their designee to execute future amendments to the Agreement where the total amendments do not significantly change the scope of work, do not exceed 10% ($767,876) of the total Agreement amount and with approval from the Office of County Counsel.

SUMMARY
Pursuant to RFP #10955, GEO Reentry Services, LLC has been tentatively awarded a contract for services to adult offenders under Probation and Parole supervision in a Day Reporting Center (DRC) model. The Probation Department is recommending the approval of a multi-year agreement with GEO Reentry Services, LLC for continuation of a Day Reporting Center for adult offenders in Monterey County.

DISCUSSION:
The Day Reporting Center model is recognized as an effective correctional strategy and community-based alternative to incarceration for eligible adult offenders. The program uses Motivational Interviewing techniques and a curricula-driven, evidence-based model designed to assess the criminogenic needs of each client to reduce individual risk factors, develop individual goals, and make positive life changes. Treatment and supervision services are provided in a one-stop setting for moderate and high-risk adult offenders.

The Day Reporting Center offers counseling, treatment, life skills classes and job training to eligible participants. The center is open five days a week and has a capacity of up to 100 clients per day. These services fill a critical need in the post-detention transition of adult offenders and provide needed rehabilitative services; continuation of these services is critical to support offenders in their journey toward rehabilitation and reintegration in the local community.

The program is supported by AB 109 - Public Safety Realignment funding to provide services to realigned populations of adult offenders referred by the Probation Department.

Day Reporting Services for the Probation Department were solicited via a County Request for Proposal (RFP#10955) overseen by the Contracts/Purchasing Department. After completion of the RFP process, the Contracts/Purchasing Officer tentatively selected GEO Reentry, LLC, which has been the provider of DRC services in Monterey County since 2009. The GEO Reentry proposal was the most comprehensive, responsive to the needs and requirements of Probation, and the sole responsible bidder. This will also ensure a seamless continuation of services to offenders in the program.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
County Counsel, and the Office of the Auditor-Controller have reviewed and approved this Agreement as to legal form and fiscal provisions. This Agreement is on file with Clerk of the Board. The Community Corrections Partnership (CCP) has recommended continuation of services and funding for FY25-26 and FY 26-27.

FINANCING:
Funding for this contract in the amount of $7,678,756 is provided by the State's Public Safety Realignment Act (AB109). Funding for the services provided in this contract has been approved by the CCP and the current year's portion of $361,563 is included in the Probation Department's (2550-PRO001-8165) FY 25-26 Adopted Budget. The remaining contract balance will be included in the budgets for FY 26-27, and subsequent years. There is no impact to the County General Fund Contribution with this recommended action

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The recommended action to approve the Agreement with GEO Reentry Services, LLC. supports the Board of Supervisors Strategic Plan Goals of 1) Well-Being and Quality of Life by providing care and treatment for the specific needs of each offender with County and community services to improve their quality of life and support rehabilitation; and 2) Safe and Resilient Communities by encouraging self-sustainability to aid in crime prevention and successful reintegration into the community.

Board of Supervisors Strategic Plan Goals:
X Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
X Safe and Resilient Communities
____ Diverse and Thriving Economy
____ Dynamic Organization and Employer of Choice

Prepared by: Wendi Reed, Management Analyst III, ext. 3985

Approved by: Jose Ramirez, Chief Probation Officer, ext. 3913

Attachments:
Board Report
Agreement with GEO Reentry Services, LLC for DRC FY 26-31

Introduced: 2/27/2026
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

a. Approve and authorize the Chief Contracts & Procurement Officer or their designee to execute an Agreement with GEO Reentry Services, LLC, to provide services to adult offenders participating in the Day Reporting Center for the period April 1, 2026 through March 31, 2031 and for a total not to exceed amount of $7,678,756; and
b. Authorize the Chief Contracts & Procurement Officer or their designee to execute future amendments to the Agreement where the total amendments do not significantly change the scope of work, do not exceed 10% ($767,876) of the total Agreement amount and with approval from the Office of County Counsel.

RECOMMENDATION:
It is recommended that the Board of Supervisors:

a. Approve and authorize the Chief Contracts & Procurement Officer or their designee to execute an Agreement with GEO Reentry Services, LLC, to provide services to adult offenders participating in the Day Reporting Center for the period April 1, 2026 through March 31, 2031 and for a total not to exceed amount of $7,678,756; and
b. Authorize the Chief Contracts & Procurement Officer or their designee to execute future amendments to the Agreement where the total amendments do not significantly change the scope of work, do not exceed 10% ($767,876) of the total Agreement amount and with approval from the Office of County Counsel.

SUMMARY

Pursuant to RFP #10955, GEO Reentry Services, LLC has been tentatively awarded a contract for services to adult offenders under Probation and Parole supervision in a Day Reporting Center (DRC) model. The Probation Department is recommending the approval of a multi-year agreement with GEO Reentry Services, LLC for continuation of a Day Reporting Center for adult offenders in Monterey County.

DISCUSSION:
The Day Reporting Center model is recognized as an effective correctional strategy and community-based alternative to incarceration for eligible adult offenders. The program uses Motivational Interviewing techniques and a curricula-driven, evidence-based model designed to assess the criminogenic needs of each client to reduce individual risk factors, develop individual goals, and make positive life changes. Treatment and supervision services are provided in a one-stop setting for moderate and high-risk adult offenders.

The Day Reporting Center offers counseling, treatment, life skills classes and job training to eligible participants. The center is open five days a week and has a capacity of up to 100 clients per day. These services fill a critical need in the post-detention transition of adult offenders and provide needed rehabilitative services; continuation of these services is critical to support offenders in their journey toward rehabilitation and reintegration in the local community.

The program is supported by AB 109 - Public Safety Realignment funding to provide services to realigned populations of adult offenders referred by the Probation Department.

Day Reporting Services for the Probation Department were solicited via a County Request for Proposal (RFP#10955) overseen by the Contracts/Purchasing Department. After completion of the RFP process, the Contracts/Purchasing Officer tentatively selected GEO Reentry, LLC, which has been the provider of DRC services in Monterey County since 2009. The GEO Reentry proposal was the most comprehensive, responsive to the needs and requirements of Probation, and the sole responsible bidder. This will also ensure a seamless continuation of services to offenders in the program.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
County Counsel, and the Office of the Auditor-Controller have reviewed and approved this Agreement as to legal form and fiscal provisions. This Agreement is on file with Clerk of the Board. The Community Corrections Partnership (CCP) has recommended continuation of services and funding for FY25-26 and FY 26-27.

FINANCING:
Funding for this contract in the amount of $7,678,756 is provided by the State's Public Safety Realignment Act (AB109). Funding for the services provided in this contract has been approved by the CCP and the current year's portion of $361,563 is included in the Probation Department's (2550-PRO001-8165) FY 25-26 Adopted Budget. The remaining contract balance will be included in the budgets for FY 26-27, and subsequent years. There is no impact to the County General Fund Contribution with this recommended action

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The recommended action to approve the Agreement with GEO Reentry Services, LLC. supports the Board of Supervisors Strategic Plan Goals of 1) Well-Being and Quality of Life by providing care and treatment for the specific needs of each offender with County and community services to improve their quality of life and support rehabilitation; and 2) Safe and Resilient Communities by encouraging self-sustainability to aid in crime prevention and successful reintegration into the community.

Board of Supervisors Strategic Plan Goals:

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

Prepared by: Wendi Reed, Management Analyst III, ext. 3985
Approved by: Jose Ramirez, Chief Probation Officer, ext. 3913

Attachments:
Board Report
Agreement with GEO Reentry Services, LLC for DRC FY 26-31

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:

GEO Reentry Services, LLC

(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: Adult Day Reporting Center (DRC) for adult offenders under Probation and Parole supervision in a Day Reporting Center (DRC) model, pursuant to RFP#10955.

2.0 PAYMENT PROVISIONS:

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: **$** 7,678,756

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from April 1, 2026 to March 31, 2031, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement**.

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: AB109 Grant Guidelines

Exhibit C: Incorporation of Request for Proposals (RFP) #10955, Addendum No. 1 to RFP #10955, and Proposal Documents

5.0 PERFORMANCE STANDARDS:

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.05 CONTRACTOR shall not receive reimbursement for mileage or travel expenses unless set forth in this Agreement.

7.0 TERMINATION:

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

7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

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

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

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

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

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

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to

indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Auto Liability Coverage: must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.
(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.
(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

9.04 **Other Requirements:**

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

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

Additional Insured Status:

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Workers' Compensation Waiver of Subrogation:

The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against COUNTY, its officers, officials,

employees, agents, or volunteers.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

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

10.02 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after reciept of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining

to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

10.06 **Format of Deliverables:** For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: https://webstandards.ca.gov/accessibility/.

11.0 NON-DISCRIMINATION:

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses,

pay all charges and fees, and give all notices require by law in the performance of the Services.

13.02 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

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

15.0 NOTICES:

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

FOR COUNTY:	**FOR CONTRACTOR:**
Jose Ramirez, Chief Probation Officer	Derrick Schofield, PhD, Vice President- Reentry Services & Continuum of Care
Name and Title	Name and Title
20 E. Alisal Street, Salinas, CA 93901	4955 Technology Way, Boca Raton, FL 33431
Address	Address
(831) 755-3913, Fax (831) 759-7246	(561) 999-8151
Phone:	Phone:

16.0 MISCELLANEOUS PROVISIONS.

16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance

of the services required to be rendered under this Agreement.

16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.

16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.

16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.

16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 CONSENT TO USE OF ELECTRONIC SIGNATURES.

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.02 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.03 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

********** THIS SECTION INTENTIONALLY LEFT BLANK **********

18.0 SIGNATURE PAGE

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

COUNTY OF MONTEREY

By: _____
Chief Contracts & Procurement Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

Approved as to Form
Office of the County Counsel[1]
Susan K. Blitch, County Counsel

By: _____
County Counsel

Date: _____

Approved as to Fiscal Provisions

By: _____
Auditor/Controller

Date: _____

Reviewed as to Liability Provisions
Office of the County Counsel-Risk Management

By: _____
David Bolton, Risk Manager

Date: _____

CONTRACTOR

GEO Reentry Services, LLC
Contractor/Business Name*

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

Derrick Schofield Vice President, Reentry Services
Name and Title

Date: 3/2/2026

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

Shayn March Vice President & Treasurer
Name and Title

Date: 3/2/2026

County Board of Supervisors' Agreement No. _____ approved on _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code, §313). If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member, or 2) two (2) managers (Corporations Code, §17703.01, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership (Corporations Code, §§16301 and 15904.02). If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign

[1]Approval by the Office of the County Counsel is required.

[2]Approval by Auditor-Controller is required.

[3]Review by Risk Management is necessary only if changes are made in the Indemnification or Insurance paragraphs.

To Agreement by and between
County of Monterey, hereinafter referred to as "County"
and
GEO Reentry Services, LLC, hereinafter referred to as "CONTRACTOR"

A. SCOPE OF SERVICES

CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

In support of the Public Safety Act of 2011 (AB109), CONTRACTOR shall manage a Day Reporting Center (DRC) and provide continuum of intense supervision, monitoring, treatment and educational services for offenders under Probation and Parole supervision with the objectives of reducing recidivism and increasing public safety. The DRC must meet local, state and federal guidelines and laws, as applicable.

The DRC provides alternative options for the Probation Department and California Department of Corrections and Rehabilitation (CDCR) to divert individuals from formal violation proceedings and incarceration and provide rehabilitative services including evidence-based services for a select group of individuals who are identified as moderate/high and high-risk of re-offending and/or are high-need offenders, as described therein. Individuals will be referred by the Probation Department, the Court and by the local Parole office.

CONTRACTOR shall offer a variety of validated Evidence-Based Programs. Services provided to offenders shall meet the needs of both male and female offenders as well as effectively meet the needs of those varying cultural and ethnic backgrounds, languages, and sexual orientations. Placement decisions will consider risk level, needs, available capacity and program applicability.

A.1 General Requirements for DRC

CONTRACTOR shall:

A.1.1 Possess and maintain a working knowledge of the current best practices in the field of offender supervision and a comprehensive understanding of the issues related to recidivism.

A.1.2 Maintain professional relationships with law enforcement and other Monterey County community-based offender rehabilitation organizations and programs.

A.1.3 Outline staffing and qualifications for the program, with sufficient personnel who are qualified to provide the program components and maintain the minimum administrative, counseling, or teaching credentials and state certification requirements for providing any such applicable service components.

A.1.4 Provide training to CONTRACTOR'S staff on cognitive curriculum techniques by certified cognitive behavioral trainers. If CONTRACTOR has open training slots, CONTRACTOR shall

communicate this to Probation and offer open training slots to Probation Officers and Parole Officers.

A.1.5 Provide training to CONTRACTOR'S staff in Motivational Interviewing techniques by a qualified trainer. If CONTRACTOR has open training slots, CONTRACTOR shall communicate this to Probation and offer open training slots to Probation Officers and Parole Officers.

A.1.6 Provide CONTRACTOR'S staff with a minimum of 10 hours annually of on-going training on cognitive behavioral curriculum.

A.1.7 Provide a program plan to include orientation, risk and need assessment, and individualized case plan.

A.1.8 Develop a plan for implementation of sanctions and incentives for the program.

A.1.9 Notify the Probation Department and State Parole daily of attendance and input attendance information into Probation's and State Parole's case management system.

A.1.10 Conduct daily screening for the use of alcohol to ensure the offenders are sober while participating in the program. Notify the assigned Probation or Parole Officer of any non-compliance.

A.1.11 Create and update, as needed, a resource list in order to make referrals and facilitate access to appropriate services.

A.1.12 Assist DRC participants who have transportation barriers in order to facilitate their program attendance and participation regularly.

A.1.13 Provide services to offenders that are responsive to meet the needs of both male and female offenders as well as effectively meet the needs of those varying cultural and ethnic backgrounds, languages, and sexual orientations. This includes having the ability to address the needs of persons with limited English language skills.

A.1.14 Assist with the special education and other learning needs of offenders, as needed.

A.1.15 Meet regularly with Probation and Parole staff to discuss cases in order to aid in each offender's success.

A.1.16 CONTRACTOR shall cooperate with any evaluation and allow access to program or activities for the purpose of fulfilling grant or County mandates.

A.1.17 Provide an adequate office space for the Probation and Parole Officers assigned to the program.

A.1.18 CONTRACTOR shall provide on-site nutritional snacks daily to participants.

A.2 Programming Requirements for DRC

The Day Reporting Center will be a track-based model with a multi-disciplinary program that includes services that target individual dynamic and criminogenic factors such as substance abuse, employment, education, anti-social peer associations, problem-solving, and self-control, while assisting participants' reentry into their respective communities and family systems. Programming length is generally 3-12 months, but contingent upon behavioral changes.

Services will include:

A.2.1 Orientation and Assessment
A.2.2 Individualized Case Plan
A.2.3 Daily Check-In at the DRC
A.2.4 Breathalyzer Testing for alcohol use
A.2.5 Urinalysis Testing for Drug Use
A.2.6 Substance Abuse Education and Treatment
A.2.7 Anger Management
A.2.8 Cognitive and Life Skills Development
A.2.9 Parenting and Family Reintegration
A.2.10 Educational Services / GED Assistance
A.2.11 Budgeting and Money Management
A.2.12 Job Skills Training/ Placement
A.2.13 Parenting Skills
A.2.14 Referral to other appropriate agencies as needed (i.e., SSI application, Driver's License or California Identification Card, General Assistance, etc.)
A.2.15 Discharge Planning
A.2.16 Aftercare

THIS SPACE LEFT INTENTIONALLY BLANK

Track	Traditional	Commuter	Modified-Short Term	Batterers Intervention *Optional Add-on*
Program Requirements	Comprehensive Reentry Program for Moderate/High and High Risk participants	Reentry Program tailored for Moderate/High and High Risk participants residing in South County or in the Peninsula	Targeted Interventions for participants with needs in one or two key life areas, soft skill needs, or any need the DRC is equipped to handle	Comprehensive Reentry program for High-Moderate and High Risk participants ordered to complete Domestic Violence groups.
Reporting per week	• Phase 1, 5 Days • Phase 2, 3 Days • Phase 3 & AC, 1 Day	• 2 days, GEO shuttle service provided	• Phase 1, 3 Days • Phase 2, 2 Days • Phase 3 & AC, 1 Day	• Phase 1, 5 Days • Phase 2, 3 Days • Phase 3 & AC, 1 Day
Orientation, Assessment, and Individualized Case Plan	Yes			
Daily Check-In at DRC	Based on Phase	On Programming Days	Based on Phase	Based on Phase
Breathalyzer Testing for alcohol use	Based on Phase	On Programming Days	Based on Phase	Based on Phase
Urinalysis Testing for Drug Use	Based on Phase	1 time per week	1 time per week	Based on Phase
Substance Abuse Education and Treatment	Based on assessed need			
Anger Management				
Cognitive and Life Skills Development				
Parenting and Family Reintegration				
Educational Services/GED Assistance				
Budgeting and Money Management				
Job Skills Training/Placement				
Parenting Skills				
Referral to other appropriate agencies	Yes			
Discharge Planning/Aftercare	Yes	Based on assessed need	No	Based on assessed need
Batterers Intervention	No	No	No	Yes

A.3 Populations To Be Served

The population to be served by the Day Reporting Center is comprised of adult offenders countywide under Monterey County supervision for Probation, Post-Release Community Supervision (PRCS) and Mandatory Supervision, and under State Parole supervision, who have been assessed at high-moderate/high risk for recidivism.

Referrals for the DRC will be made by: a) Probation staff and b) by State Parole. This will be an intensive program to provide additional structure and assistance beyond standard supervision of the offender. Offenders should be served in a way that reduces the likelihood that they will be incarcerated in the future. Participants may be referred to portions of the program via Track Model or to the entire program based upon their individual needs and their intake assessment and collateral information.

A.4 Location

CONTRACTOR is responsible for locating a site for the DRC. The CONTRACTOR is responsible for all bills associated with the property, i.e. electric, water, sewer, phone, internet access, etc. CONTRACTOR is further responsible for providing everything else needed to make the space operational, i.e., furniture, equipment, supplies, telephones, etc. CONTRACTOR will ensure the DRC facility is secure by providing adequate supervision during hours of operation.

CONTRACTOR shall own or hold the lease on the DRC service site, which should be located in Salinas, in a neighborhood region ideally accessible via public transportation and suited to the needs of the target population. The service site shall meet all code requirements, including public health, fire marshal, and Americans with Disabilities Act (ADA) compliance regulations.

The facility selected by the CONTRACTOR is subject to final approval by the Probation Department. In case of lease, the CONTRACTOR shall provide a copy of the executed lease on an approved facility, sufficient to lease the facility through the duration of the contract.

CONTRACTOR has identified the leased location as 128 Sun Street, Suite 201, Salinas, CA 93901.

A.4.1 Client Transportation

CONTRACTOR shall provide transportation assistance with a supervised company vehicle for shuttle service to transport participants to/from the DRC facility from the Salinas, South County and Monterey Peninsula area to pro-social activities and other community service engagement (DMV, job interviews, scheduled appointments, etc.) in the County area based on assessed need as determined by the CONTRACTOR and the COUNTY. As needed, CONTRACTOR shall also provide participants with bus passes for local transportation. Shuttle service will operate Monday through Friday from 7:00 a.m. to 6:00 p.m.

CONTRACTOR will devise a schedule that services clients based on need, arranging for pick up and drop off points at a centralized location.

A.5 DRC Hours of Operation

Minimum hours of operation for the DRC will be five (5) days a week, with office hours Monday – Friday, 8:00 a.m. to 8:00 p.m. that can accommodate the work and school schedules of the participants; closed on weekends and County observed holidays: New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Cesar Chavez Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve, and

Christmas Day. CONTRACTOR must coordinate appropriate check-ins with probationers and parolees prior to holiday closure of the above listed holidays.

A.6 DRC Capacity

The Day Reporting Center (DRC) shall maintain a minimum of fifty (50) slots for participants, to a max of one hundred (100); however, it is anticipated the DRC will continue to serve the current amount of seventy (70) individuals at any given time and must be able to accommodate for increases in population with the potential for growth in the future.

A.7 DRC Program Length and Service Dosage

The DRC shall be able to provide monitoring and treatment services five (5) days a week, with office hours that can accommodate the schedules of the clientele.

In accordance with Evidence Based Practice (EBP) principles, the program will provide the appropriate dosage, duration, and intensity of programming services, pro-social structure, and supervision according to assessed level of recidivism risk. The overall length of the program can vary from approximately three months to one year, based upon participant engagement, behavior, and their individual needs.

A.8 Additional Requirements

A.8.1 Staff providing direct services will meet minimum state certification requirements for each specific discipline, i.e., substance abuse counseling, and family and parenting counseling as applicable.

A.8.2 Programming provided at the DRC must use evidence-based cognitive behavior interventions addressing criminogenic needs and be designed to reduce recidivism. Program will operate as a structured track-based intervention program; participants will be assigned to a track at time of referral, and may advance, modify or exit tracks base on program, compliance, and reassessment. CONTRACTOR shall use the evidence-based interventions outlined below to address core program components. With approval from the County, CONTRACTOR may incorporate additional curricula and intervention tools over the course of the contract—to keep treatment programming engaging and relevant to the evolving needs of the participant population.

A.8.2.1 Optional Add on- Batterers Intervention Program: With approval from the County, CONTRACTOR may provide comprehensive reentry program track to High-Moderate and High-Risk participants ordered to complete Domestic Violence Groups.

Curricula and Supplemental Programming	
Program Component	**Curricula**
Substance Abuse Counseling	Cognitive Behavioral Interventions—Substance Use Adult (CBI-SUA), from the University of Cincinnati

Curricula and Supplemental Programming	
Cognitive Behavioral Therapy	Moral Reconation Therapy (MRT) Thinking for a Change (T4C) Curriculum from The Change Companies
Anger Management	Curriculum from The Change Companies
Family and Parenting Counseling	Curriculum from The Change Companies
Parenting Skills	Partners in Parenting, from Texas Christian University
Life Skills Training	Curriculum from The Change Companies
Job Skills Training	Tiered Employment Program, using curriculum from JIST Career Solutions
Educational Services	Computer-based HiSET Academy Online
Aftercare	Curriculum from the University of Cincinnati
Supplemental Programming	Getting Motivated to Change, adapted from Texas Christian University materials
Supplemental Programming	RI Discovery Cards
Supplemental Programming	Therapist Aid materials

A.8.3 CONTRACTOR shall utilize a validated risk and need assessment tool and generate an individualized case plan for each program participant based on the assessment. CONTRACTOR has indicated the Ohio Risk Assessment System (ORAS) is the assessment tool they will be using. CONTRACTOR is responsible for obtaining copyright licenses and proof that risk assessment tool is recognized as a validated tool.

A.8.4 Daily Check-ins
CONTRACTOR shall have the ability to provide daily check-ins. Actual check-ins will depend on participant progress within the program as determined by the CONTRACTOR. Initial daily check-ins will be in person.

A.8.5 Random Drug Testing
Random drug testing shall include at a minimum both urine and breathalyzer testing. The CONTRACTOR shall breathalyze each participant upon arrival at the DRC to monitor sobriety while onsite. Upon enrollment, the CONTRACTOR will also assign each participant to a random urine testing schedule; this schedule is subject to change based on substance use and typically decreases as each participant successfully progresses through the program. CONTRACTOR may also conduct a drug test at any time upon request from the supervising officer or upon reasonable suspicion of substance use.

A.8.6 Substance Abuse Counseling/Programming
Programming provided must be evidence-based and designed to reduce recidivism. Alcohol and drug services such as education, prevention, and early intervention services shall be provided at the DRC. CONTRACTOR shall deliver a comprehensive substance abuse program including education, outpatient treatment and relapse prevention programming. Services will include an assessment of substance abuse treatment needs and placement into an appropriate level of individual and group counseling services. As needed, CONTRACTOR will refer participants to higher levels of care.

CONTRACTOR shall deliver substance abuse programming groups through facilitation of the Cognitive Behavioral Interventions—Substance Use Adult (CBI-SUA) curriculum from the University of Cincinnati.

A.8.7 Anger Management
CONTRACTOR shall deliver evidence-based anger management programming through facilitation of curriculum from The Change Companies to assist in reducing and redirecting stress and tension which result in aggressive behaviors.

A.8.8 Family/Parenting Counseling
CONTRACTOR shall strive to engage each participant's family as much as possible. This may include specifying goals for engaging with family as part of the participant's Individual Success Plan. CONTRACTOR shall also organize and host onsite Family Events. These events give participants and their families a chance to engage in structured, observed, and pro-social activities together.

A.8.9 Job Skills Training/Placement
CONTRACTOR shall deliver a Tiered Employment program that empowers participants to reach goals by building personal motivation and overcoming barriers. Tiers shall provide targeted levels of service that best match individually assessed needs, interests, and skills. Each tier shall consist of specific workshops that utilize career exploration and employability curriculum from JIST Career Solutions. The workshops help participants develop both soft and hard skills. The hard skills relate to securing vital documents (Tier 1); job searches, applications, and interviews (Tier 2); and career development (Tier 3). Soft skills workshops focus on how to interact with others in the workplace.

In addition to the Tiered Employment program, CONTRACTOR shall facilitate connections to a network of resources outside of the program to expand employment and vocational opportunities for participants; assist participants interested in vocational or educational advancement programs to navigate the enrollment process; and provide job search and placement assistance by developing a network of felon friendly local employers.

A.8.10 Educational Services/GED Assistance
CONTRACTOR shall facilitate access to High School Equivalency Test (HiSET) Academy in the DRC computer lab—which offers a variety of educational lessons and practice tests to prepare for the HiSET exam. The onsite DRC computer lab that will be utilized as a resource center for clients and as a classroom for courses.

A.8.11 Cognitive and Life Skills Development
CONTRACTOR shall deliver cognitive behavioral interventions using Moral Reconation Therapy (MRT); Thinking for a Change (T4C); and curriculum from The Change Companies (TCC) to encourage offenders to adopt a positive, law-abiding lifestyle. Additional interventions including Getting Motivated to Change for pre-treatment intervention and R1 Discovery Cards will provide supplemental evidence-based, best practice resources to focus on defects in thought processes that lead to self-defeating decisions.

A.8.12 Parenting Skills
CONTRACTOR shall use the Partners in Parenting curriculum from Texas Christian University to facilitate groups designed to provide techniques and local strategies for successful parenting.

A.8.13 Relapse Prevention
CONTRACTOR shall provide relapse prevention programming designed to maintain a law-abiding lifestyle, including Aftercare. CONTRACTOR shall work with each participant to create a Transition Plan for graduating from the program. The Transition Plan includes: potential barriers and action items for goals specific to life in the community; identification of triggers and warning signs, with strategies to prevent a relapse into criminal thinking or behavior; and development of a network of support. During Aftercare and discharge planning, participants practice and refine the action items in their Transition Plan—ensuring that the plan is as effective as possible in helping the participant successfully reintegrate into the community after their time in the program.

A.8.14 Referral Services
The DRC staff shall maintain directories of resources that offer forms of assistance. Staff shall be familiar with eligibility criteria and application procedures assisting with rapid referral and placement of offenders in such programs.

A.8.15 Immediate Notification
DRC staff shall immediately notify Probation and Parole of any problems that would jeopardize public safety or the offender's continuation in the DRC program. Problems shall include but not be limited to failure to report and follow daily schedules, failure to participate in required activities, new arrests, positive test for drug or alcohol usage and other behaviors that might pose a public risk. CONTRACTOR shall describe in detail their plan for immediate notification.

A.8.16 Performance Outcomes and Evaluation
CONTRACTOR shall provide a description of the data collection and quality assurance process to generate outcome measures.

A.8.16.1 Service Delivery

CONTRACTOR shall electronically enter all participant and program data in CONTRACTOR's case management system. This includes: assessment results; attendance at scheduled program activities; case notes, including significant events and staff observations; level of participation in programming; employment and education status; and the number of community referrals made.

Accordingly, our specific data collection capabilities produce statistical reports on an individual participant or the overall program.

CONTRACTOR shall follow established quality assurance procedures to monitor program performance and address program performance issues. Key components of the quality assurance plan include:

- Quality Assurance Through Coaching (QATC)
- Area Manager Oversight
- Annual contract compliance reviews
- Evidence-based fidelity review by CONTRACTOR's Reentry Services Fidelity Team
- Staff evaluations
- Participant surveys, and;
- the possibility of third-party evaluations.

A.8.17 Program Outcome Measures
CONTRACTOR shall track both individual level data and aggregate data for all aspects of service delivery and outcomes specific to the following areas:
Program Referrals and case management services from the initial point of engagement to program exit or graduation. This includes but is not limited to:

- Dosage, duration and intensity of programming services listed in general requirements;
- Assessment scores upon program entry and exit;
- Completion of phase levels and achievements, and
- Client satisfaction survey data.

Aggregate data shall include number of individuals served by fiscal year, segregated between Probation and Parole, aggregate totals, rates or percentages for completions of phases, employment, components of service delivery and graduations.

A.8.18 Reporting Requirements
Program referrals will be received and processed electronically using Probation's DRC Participant referral form and Parole's Automated Reentry Management System (ARMS). This software will be utilized to exchange limited information about referrals and status of service delivery within the program. The CONTRACTOR is responsible for all other detailed data collection and reporting.

CONTRACTOR is responsible for ensuring users maintain appropriate use and confidentiality of user license and information accessed. Notification of new users or employees who are separating from

employment or changing roles must be submitted within 24 hours of occurrence in writing to the Probation Division Director and Probation Services Manager.

CONTRACTOR will submit routine reports, included but not limited to:

Daily statistical report

A.8.18.1 Maintain a daily attendance log that includes the time of arrival of all participants. CONTRACTOR must input attendance information into Probation's and Parole's Case Management Systems.

A.8.18.2 Results of daily alcohol screening

Monthly Progress Report

A.8.18.3 Monthly progress reports on each participant in the DRC program shall be turned in by the 10th of the month. Information to be included in the progress report will include, but not be limited to:

A.8.18.4 Results of most recent assessment and individualized case plan;

A.8.18.5 Services participant received;

A.8.18.6 Staff assessment of treatment progress; and

A.8.18.7 Progress towards meeting case plan goals and recommendation for continuing, modifying or discontinuing program.

A.8.18.8 Number of substance abuse tests conducted, results and test type.

A.8.18.9 Discharge Report

When a participant is discharged from the program for reasons other than a graduation, a discharge report shall be completed and sent to the assigned Probation Officer or Parole Officer.

This report shall include, but not be limited to:

- Name and Date of Birth;
- History in the DRC, including compliance and non-compliance within the various program components;
- Phase at time of discharge (if applicable); and
- Date of termination and reason.

Monthly Reports

A8.18.10 **Participant Volume and Flow**

- Daily number of county participants
- Total number of new county participants per month
- Time elapsed between referral and program start date
- Length of stay per participant

Program Phases and Engagement

- Number of participants assigned to each Track
- Number currently active in each Track
- Number who successfully completed each Track
- Number who failed to progress and reason

Program Outcomes

- Number of participants who graduated from the program and total number of service days to completion
- Discharge outcomes, including but not limited to:
  - Successful completion
  - Jail or custody placement

- Failure to complete intake
- Expired probation or early termination
- Administrative discharge

Employment and Stability Indicators

- Number of participants who secured employment directly through DRC referrals
- Number of participants who accessed public or community-based resources through the DRC (e.g., housing assistance, benefits enrollment, treatment services)

Compliance and Risk Indicators

- Number of drug tests conducted per participant
- Number of positive tests and substance type
- ORAS assessment scores at intake and most recent reassessment (if available)

A.10 Experience and Licenses Required

CONTRACTOR has demonstrated prior experience in working with adult offenders and evidence-based programming as described herein, including prior experience operating a Day Reporting Center. CONTRACTOR is responsible for ensuring staff providing direct services meet the minimum State certification requirements for each specific discipline, i.e., substance abuse counseling, family and parenting counseling.

A.13.1 Licenses Required

Any person serving in the Classification/Title of Substance Abuse Counselor must, at a minimum, be a Registered Addiction Specialist and have current Certification in accord with State of California Code of Regulations (CCR) Title 9, Division 4, Chapter 8, Sections 13000, et seq.

In the event that a well-qualified job applicant for the Substance Abuse Counselor position does not possess the minimum certification of a Registered Addiction Specialist, a Minimum Qualifications Waiver (MQ Waiver) may be submitted to the Probation Adult Division Manager and Probation Services Manager for consideration. MQ Waivers will be approved on a case-by-case basis. A MQ Waiver must only be submitted for a candidate with extensive experience related to the substance abuse field who is actively taking the steps to obtain the required certification(s). Copies of the candidate's degree(s) and certified transcripts shall be attached to the MQ Waiver.

If the MQ Waiver is approved by the Probation Adult Division Manager and Probation Services Manager, CONTRACTOR shall provide a progress update at six (6) months and within one (1) year of their hire date. The employee must become certified within one (1) year of being hired.

Additionally, the CONTRACTOR must submit the MQ Waiver approved by Probation, in the Automated Re-entry Management System (ARMS) for review and approval by the California Department of Corrections and Rehabilitation (CDCR).

A.11 Management Plan and Staffing

CONTRACTOR shall hire and train staff specifically for the delivery of Day Reporting program services. The staff will support the delivery of services to an average of 70 participants on a daily basis. The tiered pricing allows for staffing adjustments to accommodate increases or decreases in the population. Furthermore, the staffing level will also allow the CONTRACTOR to maintain a caseload ratio of no more than 1:25.

Notification of new employees, and those who are separating from employment or changing roles must be submitted within 24 hours of occurrence in writing to the Probation Division Director and Probation Services Manager.

The table below outlines CONTRACTOR staff positions and requisite experience for the intended assignment. Comprehensive job duty statements will be maintained for each position with qualifications stated in terms of experience, knowledge, skills, and abilities necessary to carry out the duties of the position and include on-going training. Spanish speaking DRC staff is desirable.

Classification/Title	Full-Time Equivalent (FTE)	Minimum Qualifications
Program Manager	1	• Bachelor's degree in Human Services, Psychology, Criminal Justice, or related field required. Master's degree preferred. • Minimum of two years of experience in the criminal justice industry, with one year of supervisory experience.
Assistant Program Manager	1	• Bachelor's degree in Human Services, Psychology, Criminal Justice, or related field. • Minimum of two years of experience in the criminal justice industry. • Work experience may be substituted for academic studies, exchanging one year of work experience in a related field for one year of academic experience.
Substance Abuse Counselor	1	• Bachelor's degree in Human Services, Psychology, Criminal Justice, or related field required. Experience may be considered in lieu of a Bachelor’s degree. • Experience in the criminal justice industry preferred.

		• At minimum, must be a Registered Addiction Specialist (RAS) and have current Certification, or a RAS in the process of becoming certified within one year of being hired, and an approved MQ waiver by the Probation Adult Division Manager and Probation Services Manager
Employment Educational Coordinator	1	• Bachelor's degree in Human Services, Criminal Justice, Education or Employment-related field required; Master's degree preferred. • Experience working with justice involved/minority populations in an adult educational setting preferred. • Work experience may be substituted for academic studies, exchanging one year of work experience in a related field for one year of academic experience.
Case Manager (DRC)	3	• High school diploma or equivalent. Bachelor's degree or equivalent experience preferred. • One year of case management experience in a related field preferred. • Familiar with the criminal justice system preferred.
Assistant Case Manager	2	• High school diploma required. Bachelor's degree preferred. • Experience in a Human Services field preferred.
Part-Time Assistant Case Manager	1	• High school diploma required. Bachelor's degree preferred. • Experience in a Human Services field preferred.

A.12 Background Clearance

Employees of the CONTRACTOR shall complete a Live Scan a minimum of four (4) weeks in advance of the employment date. Result of the Live Scan shall be provided to the Probation Department to complete the required background check. Cost of the Live Scan shall be at the CONTRACTOR's expense.

A.13 Final Clearance

Final Clearance for employees of the CONTRACTOR will not be granted until the results of the Live Scan are received, and the Probation Department has final approval for clearance. The Probation Department has the authority to terminate the Agreement immediately should a threat to security of confidential criminal offender records, probation file information, court records, etc. be identified.

Criteria for approval or denial of employees of CONTRACTORS include but are not limited to:

A.13.1 No arrests or convictions during the past three years.
A.13.2 Not currently a felon under Parole or Probation or under any supervision as a result of criminal conduct.
A.13.3 Not required to register per Penal Code Section 290, and/or Penal Code Section 451.
A.13.4 No conviction history involving a serious or violent felony as defined in Penal Code Section 1192.7(c) or 667.5(c).
A.13.5 Ex-offenders may be required to provide written evidence of successful completion of probation or parole. Individuals with a conviction history involving a serious felony, as defined by Penal Code Section 1192.7, or involving a violent felony, as defined by Penal Code Section 667.5, shall be reviewed on a case-by-case basis and may be approved or denied by the Probation Department.

B. PAYMENT PROVISIONS

B.1 Compensation/Payment

The County shall pay an amount not to exceed **$7,678,756** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

B.2 Budget

CONTRACTOR'S compensation for services rendered shall be based on the following budget and rates:

B.2.1 Budget for DRC
CONTRACTOR shall follow the following all-inclusive tiered rate structure for all clients referred to the DRC by Probation and Parole, as indicated below, with a fixed monthly rate up to 50 clients equal to $104,400.00 ($1,252,800 annual) for the first year of the contract with three percent (3.0%) increases applied each year thereafter; and tiered per diem rate for clients above 50.

Number of Clients	Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4	Contract Year 5	Charge Detail
0-50	$104,400.00	$107,532.00	$110,757.96	$114,080.70	$117,503.13	Per Month
51-75	$39.16	$40.34	$41.55	$42.80	$44.08	Per Client per day additional
76-100	$24.38	$25.12	$25.88	$26.66	$27.46	Per Client per day additional
100+	$23.64	$24.35	$25.08	$25.83	$26.60	Per Client per day additional

Note: 247 operating days a year

No additional charges will be included.

If number of referred clients accepted by CONTRACTOR falls below 50 (excluding the aftercare phase) for three consecutive months, the parties shall meet and confer on adjusting the compensation. Client aftercare services are not included in client count for the rate structure.

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.3 Contractor's Billing Procedures

CONTRACTOR shall invoice County monthly, in arrears, and based upon hours or expenses actually incurred. CONTRACTOR shall submit a monthly claim for payment, with back-up documentation, no later than the 20th day following the month of service. Failure to submit reports will be deemed non-compliance with the terms and conditions and may cause reimbursement to be delayed or denied.

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6.0, "Payment Conditions", of the Agreement. All invoices shall be sent to the following address or via email to 255-ProbationFinanceAP@countyofmonterey.gov:

Monterey County Probation Department
Attention: Finance Division
20 E. Alisal Street, 2nd Floor
Salinas, CA 93901

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

Public Safety Realignment Act of 2011 (AB 109) Grant Guidelines

SUMMARY

The Public Safety Realignment Plan for Monterey County was developed by the local Community Corrections Partnership (CCP) and approved by its Executive Committee and Monterey County Board of Supervisors.

DISCUSSION

The Public Safety Realignment Act of 2011 shifts responsibility for low-level offenders and parole supervision from the state to the counties. The state will continue to incarcerate offenders who commit serious, violent, or sex crimes, but the counties will supervise, rehabilitate and manage lower-level offenders. Local authority is extended to three new populations: a) specified non-violent, non-serious, non-sex offenders ("non-non-non"), who will no longer be sent to a state prison, but could serve time in jail and/or be supervised by Probation; b) eligible offenders who, after their prison sentence, will be managed by Probation under the new Post Release Community Supervision Program (PRCS); and c) parole violators who did not commit a new crime.

The Public Safety Realignment Plan promotes the design and implementation of a system of "community-based punishment" utilizing evidence-based correctional sanctions and programming other than jail incarceration. Intermediate sanctions include Electronic Monitoring, flash incarceration, community service, participation in residential and outpatient treatment programs, and educational and vocational training services. This represents a balanced approach that combines offender case management based on classification of recidivism risk, alternatives to detention, jail management and local incarceration, and evidence-based rehabilitative and treatment services for individuals under PRCS, Mandatory Supervision, and high-risk probationers.

BASIC GUIDELINES

Both parties agree to follow the guidelines of AB 109 as set forth in the legislation and in the guidelines and interpretations by the California Board of Corrections. It is understood between the parties that AB 109 funding is intended to be used prior to June 30, 2027 for FY26-27, and that all expenditures of funds must adhere to the guidelines contained in that legislation.

It also is understood that the Probation Department bears oversight responsibility for administration of this grant and must monitor each participating agency's adherence to mandated guidelines.

If the appropriated grant funds are discontinued or otherwise become unavailable to County during the term of the Agreement or any extension thereof, County shall have the right to terminate this Agreement by giving CONTRACTOR written notice of such termination at least thirty (30) days prior to the effective date of the termination.

EXHIBIT C – INCORPORATION OF REQUEST FOR PROPOSALS (RFP) #10955 AND PROPOSAL DOCUMENTS

The County invited submittals to Request for Proposals (RFP) through RFP # 10955 for Adult Day Reporting Center (DRC) and Re-entry services for adult offenders under Probation and Parole supervision. GEO Reentry Services, LLC submitted a responsive and responsible Proposal to perform the services listed in RFP #10955.

RFP #10955 and the Proposal submitted by GEO Reentry Services, LLC on file with County Contracts & Purchasing, are hereby incorporated into the Agreement by this reference.

Introduced: 3/2/2026

Current Status: General Government - Consent

Version: 1

Matter Type: BoS Agreement

a. Authorize the Chief Information Officer to execute a non-standard Amendment No. 3 with Environmental Systems Research Institute, Incorporated for continuance of, and support and maintenance of licenses, required for the County's geographic information system, increasing the Agreement amount by $1,259,422 for a total Agreement amount not to exceed $2,325,117 for the term of July 16, 2026, through July 15, 2029; and
b. Authorize the Chief Information Officer or his designee to execute order forms, service renewals, and such documents as necessary to implement the agreement; and
c. Accept non-standard contract provisions as recommended by the Chief Information Officer; and
d. Authorize the Chief Information Officer or his designee the option to extend the agreement up to two (2) additional one (1) year periods through July 15, 2031, and sign associated order forms, provided that the total additional costs do not exceed ten percent of the prior year's costs, with a maximum total increase of $1,063,507 for a total agreement not to exceed amount of $4,058,229 and as long as the order forms do not significantly alter the terms of the Agreement, even if no additional Agreements are entered into, subject to County Counsel review.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Authorize the Chief Information Officer to execute a non-standard Amendment No. 3 with Environmental Systems Research Institute, Incorporated for continuance of, and support and maintenance of licenses, required for the County's geographic information system, increasing the Agreement amount by $1,259,422 for a total Agreement amount not to exceed $2,325,117 for the term of July 16, 2026, through July 15, 2029; and
b. Authorize the Chief Information Officer or his designee to execute order forms, service renewals, and such documents as necessary to implement the agreement; and
c. Accept non-standard contract provisions as recommended by the Chief Information Officer; and
d. Authorize the Chief Information Officer or his designee the option to extend the agreement up to two (2) additional one (1) year periods through July 15, 2031, and sign associated order forms, provided that the total additional costs do not exceed ten percent of the prior year's costs, with a maximum total increase of $1,063,507 for a total agreement not to exceed amount of $4,058,229 and as long as the order forms do not significantly alter the terms of the Agreement, even if no additional Agreements are entered into, subject to County Counsel review.

SUMMARY

The Information Technology Department (ITD) entered into a master agreement with Environmental Systems Research Institute, Inc. (ESRI) in 2016 to provide Enterprise Geographic Information System
(GIS) solutions, including ArcGIS Online and other GIS services. These services support County operations through desktop applications, server-based GIS systems, and access to online GIS data. In 2019, a sole source authorization was approved to continue utilizing ESRI's proprietary software platform. ITD recommends extending this agreement to ensure uninterrupted GIS services through 2029. ITD received an approved Sole Source Brand Justification in February 2026.

DISCUSSION:

The County utilizes Geographic Information System (GIS) software license with ESRI Inc., which provides tools to capture, store, and analyze geographic data. These capabilities enable multiple County departments to leverage location intelligence for resource management and public service delivery. ESRI software is widely used across departments and agencies to develop and maintain GIS data, supporting daily operations and offering maps, location services, and open data to residents and visitors.

Approval of the proposed amendment (no. 3) ensures continuity of these essential services without interruption. County Departments that utilize these services are: Agricultural Commissioner, Assessor/Recorder, County Administrative Office, Department of Emergency Management, Department of Social Services, Economic Development, Elections, Housing & Community Development; Health, Information Technology, Public Works, Facilities, & Parks, Local Agency Formation Commission, Water Resources Agency, District Attorney, Human Resources and Sheriff - Coroner.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:

County Counsel has reviewed the Amendment to the Agreement with Esri and approves as to form. Auditor-Controller reviewed the Amendment but does not agree to the non-standard payment provisions.

FINANCING:

The funds for payment of the costs of this Agreement have been included in the FY 2026-2027 Requested Budget for the Information Technology, ITD 1930, Appropriations Unit INF002. All future costs will be included in the submitted budget for each of the respective fiscal years.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:

Amendment No. 3 to the Environmental Systems Research Institute, Inc. for continuance of, and support and maintenance of licenses, required for the County's geographic information allows for business operations to continue without interruption.

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

____ Administrative

Prepared by: Teresa Meister, Management Analyst II, 759-6957

Approved by: Eric A. Chatham, Chief Information Officer, 759-6920

Attachments:
ESRI Agreement
Amendment No. 1
Amendment No. 2
Amendment No. 3
Sole Source Brand Justification

Introduced: 3/2/2026 **Current Status:** Agenda Ready

Version: 1 **Matter Type:** BoS Agreement

a. Authorize the Chief Information Officer to execute a non-standard Amendment No. 3 with Environmental Systems Research Institute, Incorporated for continuance of, and support and maintenance of licenses, required for the County's geographic information system, increasing the Agreement amount by $1,259,422 for a total Agreement amount not to exceed $2,325,117 for the term of July 16, 2026, through July 15, 2029; and
b. Authorize the Chief Information Officer or his designee to execute order forms, service renewals, and such documents as necessary to implement the agreement; and
c. Accept non-standard contract provisions as recommended by the Chief Information Officer; and
d. Authorize the Chief Information Officer or his designee the option to extend the agreement up to two (2) additional one (1) year periods through July 15, 2031, and sign associated order forms, provided that the total additional costs do not exceed ten percent of the prior year's costs, with a maximum total increase of $1,063,507 for a total agreement not to exceed amount of $4,058,229 and as long as the order forms do not significantly alter the terms of the Agreement, even if no additional Agreements are entered into, subject to County Counsel review.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Authorize the Chief Information Officer to execute a non-standard Amendment No. 3 with Environmental Systems Research Institute, Incorporated for continuance of, and support and maintenance of licenses, required for the County's geographic information system, increasing the Agreement amount by $1,259,422 for a total Agreement amount not to exceed $2,325,117 for the term of July 16, 2026, through July 15, 2029; and
b. Authorize the Chief Information Officer or his designee to execute order forms, service renewals, and such documents as necessary to implement the agreement; and
c. Accept non-standard contract provisions as recommended by the Chief Information Officer; and
d. Authorize the Chief Information Officer or his designee the option to extend the agreement up to two (2) additional one (1) year periods through July 15, 2031, and sign associated order forms, provided that the total additional costs do not exceed ten percent of the prior year's costs, with a maximum total increase of $1,063,507 for a total agreement not to exceed amount of $4,058,229 and as long as the order forms do not significantly alter the terms of the Agreement, even if no additional Agreements are entered into, subject to County Counsel review.

SUMMARY
The Information Technology Department (ITD) entered into a master agreement with Environmental Systems Research Institute, Inc. (ESRI) in 2016 to provide Enterprise Geographic Information System

(GIS) solutions, including ArcGIS Online and other GIS services. These services support County operations through desktop applications, server-based GIS systems, and access to online GIS data. In 2019, a sole source authorization was approved to continue utilizing ESRI's proprietary software platform. ITD recommends extending this agreement to ensure uninterrupted GIS services through 2029. ITD received an approved Sole Source Brand Justification in February 2026.

DISCUSSION:
The County utilizes Geographic Information System (GIS) software license with ESRI Inc., which provides tools to capture, store, and analyze geographic data. These capabilities enable multiple County departments to leverage location intelligence for resource management and public service delivery. ESRI software is widely used across departments and agencies to develop and maintain GIS data, supporting daily operations and offering maps, location services, and open data to residents and visitors.
Approval of the proposed amendment (no. 3) ensures continuity of these essential services without interruption. County Departments that utilize these services are: Agricultural Commissioner, Assessor/Recorder, County Administrative Office, Department of Emergency Management, Department of Social Services, Economic Development, Elections, Housing & Community Development; Health, Information Technology, Public Works, Facilities, & Parks, Local Agency Formation Commission, Water Resources Agency, District Attorney, Human Resources and Sheriff - Coroner.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
County Counsel has reviewed the Amendment to the Agreement with Esri and approves as to form. Auditor-Controller reviewed the Amendment but does not agree to the non-standard payment provisions.

FINANCING:
The funds for payment of the costs of this Agreement have been included in the FY 2026-2027 Requested Budget for the Information Technology, ITD 1930, Appropriations Unit INF002. All future costs will be included in the submitted budget for each of the respective fiscal years.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
Amendment No. 3 to the Environmental Systems Research Institute, Inc. for continuance of, and support and maintenance of licenses, required for the County's geographic information allows for business operations to continue without interruption.

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

Prepared by: Teresa Meister, Management Analyst II, 759-6957

Approved by: Eric A. Chatham, Chief Information Officer, 759-6920

Attachments:
ESRI Agreement
Amendment No. 1
Amendment No. 2
Amendment No. 3
Sole Source Brand Justification

DocuSign Envelope ID: B5783EB3-5B81-4CE6-BFB4-38F3FD068F38

Enterprise Agreement

Enterprise Agreement No. 00282609.0

This Enterprise Agreement, including the documents listed below ("EA"), is between **County of Monterey** (**"County"**), with its main offices located at 1590 Moffett Street, Salinas, CA 93905, and **Environmental Systems Research Institute, Inc.** (**"Esri"**), with an Effective Date as of the later date of the signatures below when signed by both. This EA provides for the licensing and Deployment of certain EA Products, delivery of EA Maintenance, and provision of Esri User Conference registrations and any additional services as specified herein.

This EA is composed of the following documents, which are incorporated herein by reference:

1. Enterprise Agreement signature page(s)
2. Enterprise License Terms and Conditions, including
   - Appendix A—Products and Deployment Schedule
   - Appendix B—EA Fee Schedule
   - Appendix C—EA Points of Contact
3. Master Agreement
4. Advantage Program Agreement No. 00257811.0 (formerly, 335286)

The parties acknowledge that they have read and understand this EA and agree to be bound by the terms and conditions contained herein.

This EA constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to such subject matter. Any modifications or amendments to this EA must be in writing and signed by an authorized representative of each party.

ACCEPTED AND AGREED:

COUNTY OF MONTEREY
(County)

DocuSigned by:
Eric Chatham
By: 747D862C7BD04AE...
Authorized Signature

Printed Name: Eric Chatham

Title: Director, Information Technology

Date: 6/2/2020 | 1:24 PM PDT

DocuSigned by:
Katherine Hansen
16878463597F46B...
County Counsel

5/28/2020 | 5:34 PM PDT

ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE, INC.
(Esri)

DocuSigned by:
Chris Johnson
By: 81A2642D9620432...
Authorized Signature

Printed Name: Chris Johnson

Title: Manager, Commercial and Government Contracts

Date: 4/30/2020 10:52:02 AM

DocuSigned by:
Burcu Mousa
811C333563B9474...
Auditor-Controller

6/2/2020 | 10:31 AM PDT

DocuSign Envelope ID: B5783EB3-5B81-4CE6-BFB4-38F3FD068F38

ENTERPRISE AGREEMENT TERMS AND CONDITIONS

ARTICLE 1—DEFINITIONS

All definitions in other parts of the EA will have the same meaning in this Enterprise Agreement Terms and Conditions. In addition, the following definitions apply to the EA:

- "Case(s)" means a failure of Products to operate according to the Documentation where such failure substantially impacts operational or functional performance.
- "Customer(s)" means County. For avoidance of doubt, the definition of Customer will not include consultants or contractors. Customer(s) must not include persons or entities ineligible to receive or have access to Esri products or services by operation of law, including US export control laws, decrees, orders, rules, regulations, policies, riders, conditions, or provisos.
- "Deploy," "Deployment," or "Deployed" means to redistribute, or the redistribution of, the EA Products (and their related keycodes/registration files), or their having been redistributed, by County during the term of this EA for installation and use by Customer.
- "EA Fee" means the fee set forth in Appendix B—EA Fee Schedule.
- "EA Maintenance" means Tier 2 Support, updates, and patches provided by Esri for EA Products and Rolled-In Software.
- "EA Products" means the Products identified in Tables A-1 and A-2 of Appendix A—Products and Deployment Schedule. EA Products do not include Unit-Priced Item(s) or Esri technology that may be embedded in third-party products purchased by Customer.
- "Effective Date" means the date the EA commences and the start date for all licenses, regardless of when an Ordering Document is provided by Customer.
- "Master Agreement" means the applicable master agreement incorporated by this reference that is (i) found at https://www.esri.com/en-us/legal/terms/full-master-agreement and available in the installation process requiring acceptance by electronic acknowledgment, or (ii) a signed master agreement between Esri and Customer that supersedes such electronically acknowledged master agreement.
- "Rolled-In Software" means Products (excluding Term licenses or subscriptions) of the same type as EA Products that Customer acquired for use prior to the Effective Date, that are current on paid maintenance (as shown in Esri's customer service records), and that receive EA Maintenance during the term of the EA. If this EA is extended or renewed, Rolled-In Software shall include EA Products Deployed prior to the then-current renewal period.
- "Technical Support" means a process to attempt to resolve reported Case(s) through error correction, patches, hot fixes, and workarounds; replacement deliveries; or any other type of Product corrections or modifications specified in the most current applicable Esri Maintenance and Support Program.
- "Tier 1 Help Desk" means County's point of contact from which all Tier 1 Support will be given to Customer.
- "Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk as the primary contact to Customer in the attempted resolution of reported Case(s).
- "Tier 2 Support" means the Technical Support provided by Esri to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.
- "Unit-Priced Item(s)" means separately orderable Products or maintenance that is available subject to a per-unit license fee, subscription fee, or maintenance fee.

ARTICLE 2—GRANT OF LICENSE

2.1 Grant of License. During the term of this EA, Customer's use of the EA Products is subject to the Master Agreement and any additional terms set forth in this EA. Unit-Priced Items, if acquired, and Rolled-In Software will be licensed in accordance with the Master Agreement.

2.2 Beta License. Beta licenses are not available under this EA as EA Products.

ARTICLE 3—SCOPE OF USE

3.1 Additional Permitted Uses. For the term of the EA, County may copy and Deploy the EA Products to Customers up to the quantities of licenses granted in Appendix A. No other Customer has a right to copy (except

DocuSign Envelope ID: B5783EB3-5B81-4CE6-BFB4-38F3FD068F38

as permitted in the Master Agreement) or Deploy the EA Products. County may transfer, redistribute, or Deploy the EA Products within the continental United States; Hawaii; Alaska; and US territories, excluding Puerto Rico and the US Virgin Islands.

3.2 Uses Not Permitted

a. Customer shall not use the EA Products outside the United States or its territories or possessions without the prior written permission of Esri and agreement on additional fees, if any. Any such export will be subject to US Export Control Regulation requirements of the Master Agreement.
b. Customer shall not transfer, redistribute, or assign EA Products to any third party without the prior written permission of Esri.

3.4 Consultant Access. Customer's consultants or contractors may use EA Products in accordance with the Master Agreement. Customer may not permit its consultants or contractors to install EA Products on consultant, contractor, or third-party computers or remove EA Products from Customer locations except for the purposes of hosting the EA Products on contractor servers for the benefit of Customer.

ARTICLE 4—MAINTENANCE

4.1 EA Maintenance. EA Maintenance is included in the EA Fee. Rolled-In Software and EA Products will receive EA Maintenance, provided that standard maintenance is available for each item. EA Maintenance includes benefits specified in the most current applicable Esri Maintenance and Support Program document (found at https://www.esri.com/en-us/legal/terms/maintenance) as modified by this Section 4.1.

a. Tier 1 Support Provided by County

(1) The Tier 1 Help Desk will provide Tier 1 Support to all Customers.
(2) The Tier 1 Help Desk will use analysts fully trained in the Products they are supporting.
(3) At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
(4) Tier 1 Support analysts will be the initial points of contact for all questions and Case(s). Tier 1 Support analysts shall obtain a full description of each reported Case and the system configuration from Customer. This may include obtaining any customizations, code samples, or data involved in the Case. The analyst may also use any other information and databases that may be developed to satisfactorily resolve Case(s).
(5) If the Tier 1 Help Desk cannot resolve a Case, an authorized Tier 1 Help Desk individual may contact Esri for Tier 2 Support. The Tier 1 Help Desk shall provide support in such a way as to minimize repeat calls and make solutions available to Customer.
(6) County may assign named Tier 1 Help Desk individuals up to the quantity listed in Appendix B. These individuals will be identified through the My Esri portal and will be the only individuals (callers) authorized to contact Esri directly for Tier 2 Support.

b. Tier 2 Support Provided by Esri

(1) Esri shall log the calls received from Tier 1 Help Desk individuals.
(2) Esri shall review all information collected by and received from Tier 1 Help Desk individuals including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
(3) Esri may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.
(4) Esri shall attempt to resolve Case(s) submitted by Tier 1 Help Desk by assisting the Tier 1 Help Desk individuals and not Customer.
(5) When a Case is resolved, Esri shall communicate the information to the Tier 1 Help Desk individuals, and the Tier 1 Help Desk shall disseminate the resolution to Customer.
(6) Esri may, at its sole discretion, make patches, hot fixes, or updates available for downloading from Esri's website or, if requested, deliver them on media.

DocuSign Envelope ID: B5783EB3-5B81-4CE6-BFB4-38F3FD068F38

4.2 Maintenance for Unit-Priced Items. Annual maintenance fees for Unit-Priced Items are not included in the EA Fee, and if ordered, additional fees will apply.

ARTICLE 5—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT REPORT

5.1 Purchase Orders, Invoicing, Delivery, and Deployment

a. Esri does not require County to issue purchase orders and will invoice County for the initial payment upon the Effective Date of the EA. Subsequently, Esri may submit invoices up to thirty (30) days before (i) the payment date shown in Appendix B or, (ii) if no payment dates are shown, the anniversary dates of the EA. County may submit purchase orders in accordance with its own process requirements. If County issues purchase orders, then County will submit its initial purchase order upon execution of this EA and any subsequent purchase order at least thirty (30) days before the anniversary date. Invoices will be due and payable within thirty (30) days of invoice.
b. Any purchase orders that County issues will reference, incorporate, and be subject to the terms and conditions of this EA. Additional or conflicting terms in any purchase orders, invoices, or other documents exchanged during the ordering process, other than the terms of this EA, Product or Service descriptions, quantities, pricing, and delivery instructions, are void and of no effect. County will process all orders and deliveries pertaining to this EA through County's centralized point of contact.
c. County will include the following information in each purchase order:

    (1) Esri customer number, the ship-to address, and bill-to address as identified in Appendix C.
    (2) Purchase order number.
    (3) Applicable annual payment due and name of Customer. For Unit-Priced Items, the name of the product and quantity.
    (4) On the face of the purchase order, the following printed statement: "Governed by and subject to Enterprise Agreement No. 00282609.0."

d. Esri will provide Authorization Codes to activate the nondestructive copy protection program that enables County to download, operate, or allow access to the EA Products listed in Appendix A.
e. Delivery of updates/new versions of EA Products will be made in the same manner. If requested by County, Esri will deliver a limited number of sets of backup media as provided in Appendix B to the ship-to address identified in Appendix C—EA Points of Contact, FOB destination with shipping charges prepaid. County may purchase additional backup media sets at the prices in effect at the time of purchase. Delivery or receipt of tangible media could cause prior and future license fees to be subject to taxes. Esri may invoice for and County agrees to pay any such sales or use tax associated with receipt of tangible media.
f. County shall track the Deployment status of EA Products.
g. Esri reserves the right to suspend Customer's access to and use of EA Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the overdue balance.

5.2 Annual Report of Deployments. At each anniversary date and ninety (90) days prior to the expiration date of this EA, County shall provide Esri a written report, in the form provided by Esri, detailing all Deployments made, including preexisting and Rolled-In Software (each a "Deployment Report"). The report will be subject to audit by an authorized representative of Esri.

5.3 Esri User Conference Registration. Esri shall provide Esri User Conference registrations to County annually during the term of this EA in the quantities set forth in Appendix B. County is responsible for distributing the registrations to Customers. Third parties may not represent or attend on behalf of Customer at any Esri User Conference.

ARTICLE 6—POINTS OF CONTACT; NOTICES

6.1 Points of Contact. In Appendix C, each party shall identify points of contact for administrative and technical issues.

DocuSign Envelope ID: B5783EB3-5B81-4CE6-BFB4-38F3FD068F38

6.2 Legal Notices. Except as otherwise set forth in this EA, any notice, report, demand, or other communication will be made in writing in English; sent by courier, registered or certified airmail, or facsimile or other electronic transmission; and confirmed when sent by courier or by registered or certified airmail, properly addressed to the appropriate party at the address set forth below, until changed by notice in writing by either party hereto. If sent by courier or airmail, notice will be effective upon the earlier of confirmed receipt or seven (7) days from the date of deposit with the courier service or post office. If sent by electronic transmission, notice will be effective one (1) business day from the date of transmission, provided confirmation of receipt is made. Notices will be given at the following addresses:

To: Esri
380 New York Street
Redlands, CA 92373-8100
Attn.: Manager, Contracts and Legal
Fax: 909-307-3020
Email: legalnotices@esri.com

To: County
as listed in Appendix C

ARTICLE 7—TERM, TERMINATION, AND EXPIRATION

7.1 Term. The term of the EA will commence on the Effective Date and be for the period listed in Appendix B unless this EA is terminated earlier as provided herein.

7.2 Termination for a Material Breach; Convenience. Esri may terminate this EA for a material breach by Customer. Customer will be given a period of thirty (30) days from date of written notice to cure any material breach. Upon termination of this EA by Esri for a material breach by Customer, all licenses Deployed will also terminate, and the full amount of unpaid EA Fees will be due and payable by County within thirty (30) days from the date of termination. Customers shall uninstall, remove, and destroy all EA Products; training materials; and any whole or partial copies, modifications, or merged portions in any form. County shall deliver evidence of such destruction to Esri (e.g., certification letter). Customer may continue to use Rolled-In Software, provided Customer complies with the terms and conditions of the Master Agreement. Further, Esri agrees that Customer is not required to pay a maintenance reinstatement fee for lapsed maintenance for Rolled-In Software if Customer orders maintenance at time of EA termination. Other items that may be included in this EA—such as EEAP, access codes, and Esri User Conference registrations—will also terminate if this EA is terminated. This EA may not be terminated for convenience.

7.3 Reserved.

7.4 License Term and Use upon Expiration of EA Term. Upon full payment of EA Fee and expiration of this EA, the Master Agreement will survive, and Customer may continue to use the Deployed EA Products included in the final Deployment Report and Rolled-In Software in accordance with the terms and conditions set forth in the Master Agreement. Customer shall notify Esri of the quantity and type of licenses for which Customer elects to purchase standard maintenance. If maintenance is not ordered for Rolled-In Software or EA Products upon expiration of the EA, it lapses. If, at a later date, Customer decides to reinstate maintenance, Customer must pay maintenance reinstatement fees from the date of EA expiration (i.e., back maintenance fees). Customer may only purchase standard maintenance or reinstate maintenance on licenses that were included in the final Deployment Report. County shall not Deploy additional copies of the EA Products beyond the quantities in use upon termination or as of the date of expiration.

ARTICLE 8—CONFIDENTIALITY

8.1 Esri Confidential Information. Subject to open/public records requests, certain terms and conditions of this EA are confidential and proprietary information of Esri. Except as provided herein, County shall not publish or disclose the EA (or contents) to any third party without Esri's prior written consent. Disclosure may be made only to those County employees, contractors, or consultants of Customer (e.g., outside counsel or accountants) who have a need to know to perform their duties or work on behalf of Customer, and have an obligation of confidentiality. No other portions of the EA may be disclosed to a contractor or consultant. To the extent that any such disclosures may be required by law (such as an open/public records request), County shall inform Esri of the

DocuSign Envelope ID: B5783EB3-5B81-4CE6-BFB4-38F3FD068F38

requested disclosure, with a reasonable description of the requested disclosure and identification of the requester, in sufficient time for Esri to assert any objection Esri may have to such disclosure with the appropriate administrative or judicial body.

8.2 Disclosure of Fees for Unit-Priced Item(s). If Unit-Priced Items are included in this EA, Esri gives permission to County to maintain Unit-Priced Item prices, fees, and discounts on County's intranet, subject to password protection accessible to Customer, to support potential procurements. County shall use no less than the same degree of care to protect this information as it uses to protect its own confidential information or third-party information of similar nature. County must include the following notice on information concerning this EA and its pricing posted on or accessible through County intranet that is accessible by Customer and its employees, or on any other web pages that make reference to this EA, including order forms:

> **PRICING INFORMATION, INCLUDING APPLICABLE DISCOUNT RATES, CONTAINED HEREIN IS CONSIDERED CONFIDENTIAL AND PROPRIETARY. EXCEPT TO SUPPORT AUTHORIZED LICENSE ACQUISITIONS, RECIPIENT WILL NOT COPY, DISCLOSE TO ANY THIRD PARTY, OR USE ANY PRICING INFORMATION FOR ANY OTHER PURPOSE OR PROGRAM.**

ARTICLE 9—RELATIONSHIP OF THE PARTIES

The EA does not constitute a partnership, joint venture, or agency between Esri and County. Neither Esri nor County will hold itself out as such, nor shall Esri or County be bound or become liable because of any representation, action, or omission of the other.

ARTICLE 10—FORCE MAJEURE

If the performance of any obligation under this EA is prevented, restricted, or interfered with by reason of fire, flood, earthquake, explosion, or other casualty or accident; strikes or labor disputes; inability to procure or obtain delivery of parts, supplies, or power; war; threat of or actual terrorist act, cyber attack, or other violence; any law, order, proclamation, regulation, ordinance, demand, or requirement of any government agency; or any act or condition whatsoever beyond the reasonable control of the affected party, the party so affected, upon giving prompt notice to the other party, will be provided a temporary extension for a period of time as may be reasonably necessary to allow for such delay, prevention, interference, or restriction.

ARTICLE 11—GIS STANDARD

County shall officially name Esri as its GIS standard and act as a reference for other Esri customers and potential customers as long as the EA remains in effect. This EA will not be construed or interpreted as an exclusive dealings agreement, and Customer reserves the right to purchase from third parties any of their requirements for GIS software or related services.

County agrees that Esri may publicize the existence of the EA.

ARTICLE 12—ADMINISTRATIVE REQUIREMENTS

12.1 Esri Partner Original Equipment Manufacturer (OEM) Bundled or Embedded Items/Services. Certain Esri partners are authorized to either embed limited portions of Esri technology or bundle Esri products or services with the partner's application or service under Esri's OEM or Solution OEM programs. Partner pricing and product bundling is independent of this EA, and each partner markets under its own business model and pricing. Customer shall not be entitled to or seek any discount from the OEM partner or Esri, directly or indirectly, as a result of or based on the availability of such Products as EA Products under this EA. Customer shall not be entitled to or seek to decouple Esri's technology or products/services from the partner's bundle or solution. In addition, such Products or any component thereof included in the OEM software program or product, will be licensed through the Master Agreement provided by the OEM partner and not through this EA.

12.2 EA Products—Limited Quantity or Unit-Priced Items. Esri reserves the right to exclude new Products from uncapped Deployment. New Products may contain or be developed with (i) newly acquired technology obtained through a significant investment or (ii) third-party intellectual property that requires a unit-based royalty

DocuSign Envelope ID: B5783EB3-5B81-4CE6-BFB4-38F3FD068F38

fee or prohibits Deployment under a site or enterprise license. Such items can be made available to County on a limited-quantity basis or as unit-priced items.

12.3 Obsolescence. During the term of this EA, some of the items listed in Appendix A may become obsolete, will no longer be commercially offered, or may no longer be available for Deployment. Customer may continue to use EA Products that have been Deployed, but support and upgrades for older items may not be available. EA Maintenance and maintenance and availability of EA Products identified in Appendix A will be subject to each item's Product Life Cycle Support Status and Esri's Product Life Cycle Support Policy, which can be found at https://support.esri.com/en/other-resources/product-life-cycle by selecting the product type and clicking the Product Life Cycle link for specific product plans.

ARTICLE 13—GENERAL PROVISIONS

13.1 If there is a conflict among any of the terms and conditions in the various documents, the order of descending precedence will be as follows: (1) Signature Page, (2) Enterprise License Terms and Conditions, (3) Master Agreement. For the avoidance of doubt, Article 7—Term, Termination, and Expiration of this EA supersedes any termination language in the Master Agreement with respect to all Products and Services provided under this EA. Advantage Program Agreement No. 00257811.0 (formerly, 335286) takes precedence over the provisions of this EA with respect to products or services provided under Advantage Program. Except as otherwise expressly provided herein, any amendment or Addendum to this EA must be in writing and signed by an authorized representative of each party.

13.2 Survival of Certain EA Clauses. The provisions of Sections 2.3 and 7.4 and Article 8 of this Enterprise License Terms and Conditions document will survive the expiration or termination of this EA.

DocuSign Envelope ID: B5783EB3-5B81-4CE6-BFB4-38F3FD068F38

APPENDIX A
PRODUCTS AND DEPLOYMENT SCHEDULE

County may Deploy the EA Products up to the total quantity of licenses indicated below to Customer during the term of this EA.

Table A-1
EA Products—Uncapped Quantities

Product	Total Qty. to Be Deployed
ArcGIS Desktop: Advanced, Standard, Basic (Single and Concurrent Use	Uncapped
ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Schematics, ArcGIS Spatial Analyst, and ArcGIS Workflow Manager (Single and Concurrent Use)	Uncapped
ArcGIS Enterprise: Enterprise and Workgroup (Advanced and Standard)	Uncapped
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Spatial Analyst, and ArcGIS Workflow Manager	Uncapped
ArcGIS GIS Server: Advanced, Standard, Basic	Uncapped
ArcGIS Enterprise Additional Capability Servers: ArcGIS Image Server, ArcGIS GeoEvent Server	Uncapped
ArcGIS Monitor	Uncapped
Mapping and Charting Solutions: Esri Production Mapping for Desktop	Uncapped

Table A-2
EA Products—Capped Quantities

Product	Rolled-In Qty. (if applicable)	Qty. to Be Deployed	Total
ArcGIS Developer Subscription: Enterprise Subscription	0	1	1
ArcGIS Developer Subscription: Professional Subscription	0	1	1
ArcGIS Urban Suite: Term Licenses	0	2	2
Insights for ArcGIS Enterprise: Term Licenses	0	3	3
ArcGIS Parcel Fabric Service: Term Licenses	0	4	4
ArcGIS Utility Network: Term Licenses	0	4	4
ArcGIS Community Analyst Web App Online: Term Licenses	0	2	2
Insights for ArcGIS Online: Term Licenses	0	5	5

(See next page for continued Table A-2)

DocuSign Envelope ID: B5783EB3-5B81-4CE6-BFB4-38F3FD068F38

Continued Table A-2
EA Products—Capped Quantities

Product	Number of Subscriptions	Named Users per Subscription	Annual Credits per Subscription
ArcGIS Online User Types*: Organizational Subscription	1	1,000 Creator User Types	10,000
ArcGIS Enterprise User Types**	N/A	1,000 Creators User Types 1,000 Field Worker User Types	N/A
ArcGIS Hub Premium: ArcGIS Online Community Account	1	100 Creator User Types	10,000

*The value of this Agreement is based on the following estimated number of ArcGIS Online User Types: 10 Viewer and 10 Creator User Types. County may deploy additional User Types with any number in excess of the estimated Users to be considered at time of renewal.

**The value of this Agreement is based on the following estimated number of ArcGIS Enterprise User Types: 250 Field Worker and 20 Creator User Types. County may deploy additional User Types with any number in excess of the estimated Users to be considered at time of renewal.

DocuSign Envelope ID: B5783EB3-5B81-4CE6-BFB4-38F3FD068F38

APPENDIX B
EA FEE SCHEDULE

The EA Fee is $772,600. The EA Fee is in consideration of the EA Products, EA Maintenance, Esri User Conference registrations, and the Advantage Program.

	Year 1 2020	Year 2 2021	Year 3 2022	EA Fee
Payments	**$213,200**	**$267,200**	**$292,200**	**$772,600**

Advantage Program	**100 Technical Advisory Hours per Year.** **50 Learning and Services Credits for Year 1 (2020).** **100 Learning and Services Credits for Year 2 (2021) and Year.** **100 Learning and Services Credits for Year 3 (2022).**
Number of Esri User Conference Registrations per Year	**7**
Number of Tier 1 Help Desk Callers That May Contact Esri for Tier 2 Support	**5**
Number of Sets of Backup Media, if Requested	**1**
Term of EA	**Three (3) years from Effective Date**

DocuSign Envelope ID: B5783EB3-5B81-4CE6-BFB4-38F3FD068F38

APPENDIX C
EA POINTS OF CONTACT

Either party may change its point of contact by written notice to the other party.

1. Esri point of contact for order processing issues:

   Name: Customer Service
   Esri
   380 New York Street
   Redlands, CA 92373-8100
   Email: service@esri.com
   Phone: 888-377-4575
   Fax: 909-307-3083

2. Esri contact for Tier 2 Support issues:

   MyEsri: https://my.esri.com
   Phone: 909-793-3774 (within the United States only)
   Fax: 909-792-0960
   Web: https://support.esri.com

3. County centralized point of contact for order release and administrative issues:

   Name: Mais Shelor
   Email: shelorm@co.monterey.ca.us
   Phone: 831-755-5465
   Fax: 831-775-8054

4. All invoices to County will be mailed to the address listed below (unless otherwise stated on the purchase order):

   County Office: Information Technology Department
   Name: Accounts Payable
   Address: 1590 Moffett Street
   Salinas, CA 93905

5. All deliverables to County will be shipped to the address listed below:

   County Office: Information Technology Department
   Name: Mais Shelor
   Address: 1590 Moffett Street
   Salinas, CA 93905

6. All notices to County will be mailed to the address listed below:

   County Office: Information Technology Department
   Name: Mais Shelor
   Address: 1590 Moffett Street
   Salinas, CA 93905

DocuSign Envelope ID: DEBC1E68-7A3D-4405-9743-C365E5E68985

Amendment 1
To Agreement 00282609.0

County of Monterey ("County") and **Environmental Systems Research Institute, Inc.** ("Esri") have entered into Enterprise Agreement number 00282609.0 ("EA") on June 2, 2020. The parties now amend the EA to extend the period of performance and to update product list and pricing, as follows:

1. Effective Date. The Effective Date of the EA is changed from June 2, 2020 to July 16, 2020.

2. Article 7.1 Term. The term of the EA is extended three additional years beginning on July 16, 2023 and expiring on July 15, 2026 unless this EA is terminated earlier as provided herein.

3. Appendices. For the extended term beginning on July 16, 2023 and expiring on July 15, 2026, Appendix A—Products and Deployment Schedule and Appendix B—EA Fee Schedule are updated with new appendices, both attached hereto and incorporated herein by reference.

All other terms and conditions of the EA shall remain in full force and effect, except as amended herein. The EA and this Amendment are the sole and final agreement of the parties and supersede any previous agreements, understandings, and arrangements relating to such subject matter.

COUNTY OF MONTEREY

DocuSigned by:
Eric Chatham
747D862C7BD04AE...

Signature: _____

Printed Name: Eric Chatham

Title: CIO, Information Technology Dept

Date: 3/31/2023 | 1:53 PM PDT

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.

DocuSigned by:
4F18BE6DD016409...

Signature: _____

Printed Name: _____

Title: _____

Date: 3/6/2023 | 2:43 PM PST

DocuSigned by:
Samuel Bridgewell
61542069561440E...

3/31/2023 | 1:26 PM PDT

Deputy County Counsel

APPENDIX A
PRODUCTS AND DEPLOYMENT SCHEDULE

For the extended term beginning on July 16, 2023 and expiring on July 15, 2026 County may Deploy the EA Products up to the total quantity of licenses indicated below.

Table A-1
EA Products—Uncapped Quantities

Product	Total Qty. to Be Deployed
ArcGIS Desktop: Advanced, Standard, Basic (Single and Concurrent Use)	Uncapped
ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Schematics, ArcGIS Spatial Analyst, and ArcGIS Workflow Manager (Single and Concurrent Use)	Uncapped
ArcGIS Enterprise: Enterprise and Workgroup (Advanced and Standard)	Uncapped
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Spatial Analyst, and ArcGIS Workflow Manager	Uncapped
ArcGIS GIS Server: Advanced, Standard, Basic	Uncapped
ArcGIS Enterprise Additional Capability Servers: ArcGIS Image Server, ArcGIS GeoEvent Server	Uncapped
ArcGIS Monitor	Uncapped
Mapping and Charting Solutions: Esri Production Mapping for Desktop (Single and Concurrent Use)	Uncapped

Table A-2
EA Products—Capped Quantities

Product	Rolled-In Qty. (if applicable)	Qty. to Be Deployed	Total
ArcGIS GeoAnalytics Server: Server License	0	1	1
ArcGIS Notebook Advanced Server: Server License	0	1	1
ArcGIS Knowledge Server: Server License	0	1	1
ArcGIS Business Analyst Web App Online Term License: Annual Subscription	0	1	1
ArcGIS Community Analyst Web App Online: Annual Subscriptions	0	3	3
ArcGIS Insights for ArcGIS Online: Annual Subscription	0	1	1
ArcGIS Urban Suite: Annual Subscriptions	0	2	2
ArcGIS Parcel Fabric User Type Extension for ArcGIS Enterprise: Annual Subscriptions	0	4	4
ArcGIS Utility Network User Type Extension for ArcGIS Enterprise: Annual Subscription**s**	0	4	4
ArcGIS Insights for ArcGIS Enterprise: Annual Subscriptions	0	3	3
ArcGIS Drone2Map for ArcGIS Enterprise: Annual Subscriptions	0	3	3
ArcGIS Developer Subscription: Enterprise Subscription	0	1	1

ArcGIS Developer Subscription: Professional Subscription	0	1	1
ArcGIS Indoors Maps for ArcGIS Enterprise: Annual Subscription	0	1	1

Continued Table A-2
EA Products—Capped Quantities

Product	Number of Subscriptions	Named Users per Subscription	Annual Credits per Subscription
ArcGIS Hub Premium: ArcGIS Online Community Account	1	100 Creator User Types	10,000
ArcGIS Online Organizational Subscription: Organizational Subscriptions	1	25 Creator User Type Annual Subscriptions	5,000
ArcGIS Enterprise User Types*:	N/A	250 Creator User Type Annual Subscriptions 250 Mobile Worker User Type Annual Subscriptions	N/A

*The value of this EA is based on the maximum use of 160 ArcGIS Enterprise Creator User Types. Customer may deploy additional User Types with any number over the maximum use to be considered at renewal.

DocuSign Envelope ID: DEBC1E68-7A3D-4405-9743-C365E5E68985

APPENDIX B
EA FEE SCHEDULE

The EA Fee is $962,700 for the extended period beginning on July 16, 2023 and expiring on July 15, 2026. The EA Fee is in consideration of the EA Products, EA Maintenance, Esri User Conference registrations, and the Advantage Program.

	Year 4 2023	Year 5 2024	Year 6 2025	EA Fee
EA Fee Payments	**$295,900**	**$320,900**	**$345,900**	**$962,700**
Advantage Program	**$70,900**	**$70,900**	**$70,900**	

Advantage Program annual subscription	**100 Technical Advisory Hours per year** **50 Learning and Services Credits per year**
Number of Esri User Conference Registrations per Year	**7**
Number of Tier 1 Help Desk Callers That May Contact Esri for Tier 2 Support	**5**
Number of Sets of Backup Media, if Requested	**1**
Extended Term of EA	**Three (3) years beginning on July 16, 2023 and expiring on July 15, 2026**

Customer may acquire additional advisor hours and/or Learning and Services Credits at any time during the program at the corresponding calendar year's list pricing shown below.

Item	2023	2024	2025
Additional Learning & Service Credits (100)	$65,200	$68,400	$71,800
Additional Learning & Service Credits (50)	$32,600	$34,200	$35,900

Docusign Envelope ID: 8E1CBA76-6386-4F6D-A4DD-D55EDC4059D9

AMENDMENT NO. 2 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY, THROUGH ITS INFORMATION TECHNOLOGY DEPARTMENT & ESRI

THIS AMENDMENT is made to Enterprise Agreement number 00282609.0 (EA) dated June 2, 2020, by and between Environmental Systems Research Institute, Inc. ("Esri"), hereinafter "CONTRACTOR," and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "COUNTY."

WHEREAS the COUNTY and CONTRACTOR amended the AGREEMENT to have an effective date of June 2, 2020, to July 16, 2020, and the term was extended three additional years beginning on July 16, 2023, and expiring on July 15, 2026, and had updated the Appendix A – Products and Deployment Schedule and Appendix B – EA Fee Schedule with new appendices; and

WHEREAS the COUNTY and CONTRACTOR wish to amend the AGREEMENT for the second time to increase the Annual Credits for ArcGIS Online Organizational Subscription to 15,000. There is no change in the contract not to exceed amount of $102,995 nor the term through July 15, 2026; and

NOW THEREFORE, the COUNTY and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. The ArcGIS Online Organizational Subscription shall be amended to increase the Annual Credits per Subscription from 5,000 to 15,000. This amendment does not increase the EA fee.

Except as provided herein, all remaining terms, conditions, and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT NO. 2 and shall continue in full force and effect as set forth in the AGREEMENT.

This space left blank intentionally.

Docusign Envelope ID: 8E1CBA76-6386-4F6D-A4DD-D55EDC4059D9

IN WITNESS WHEREOF, the parties have executed this AMENDMENT NO. 2 on the day and year written below.

COUNTY OF MONTEREY

Signed by:
Eric A. Chatham
B8314C30A3A9426...

Eric A. Chatham
Chief Information Officer
3/26/2025 | 5:19 PM PDT

APPROVED AS TO FORM

Signed by:
Samuel Beiderwell
6154206956144OE...

Samuel Beiderwell, Deputy County Counsel
3/26/2025 | 8:51 AM PDT

APPROVED AS TO LIABILITY PROVISIONS

Risk Management

APPROVED AS TO FISCAL PROVISIONS

Auditor/Controller

CONTRACTOR
Esri

Annette Kazandjian (Mar 25, 2025 16:42 PDT)

Name: Annette Kazandjian
Title: Managing Business Attorney
Mar 25, 2025

County of Monterey - EA Amendment

Final Audit Report 2025-03-25

Created:	2025-03-25
By:	Joe Collins (jcollins@esri.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA2xjYTdemEcpPfmoMCM1gZJ27XUIMwMcr

"County of Monterey - EA Amendment" History

Document created by Joe Collins (jcollins@esri.com)
2025-03-25 - 6:06:34 PM GMT- IP address: 155.226.129.247

Document emailed to Annette Kazandjian (akazandjian@esri.com) for signature
2025-03-25 - 6:07:17 PM GMT

Email viewed by Annette Kazandjian (akazandjian@esri.com)
2025-03-25 - 11:41:49 PM GMT- IP address: 104.47.51.126

Document e-signed by Annette Kazandjian (akazandjian@esri.com)
Signature Date: 2025-03-25 - 11:42:08 PM GMT - Time Source: server- IP address: 98.37.165.30

Agreement completed.
2025-03-25 - 11:42:08 PM GMT

Docusign Envelope ID: EB51A392-641B-4869-B1BA-94B5F8F3468D

AMENDMENT NO. 3 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY, THROUGH ITS INFORMATION TECHNOLOGY DEPARTMENT & ESRI

THIS AMENDMENT is made to Enterprise Agreement number 00282609.0 (EA) dated June 2, 2020, by and between **Environmental Systems Research Institute, Inc.** ("Esri"), hereinafter "CONTRACTOR," and the **County of Monterey**, a political subdivision of the State of California, hereinafter referred to as "COUNTY."

WHEREAS the COUNTY and CONTRACTOR in AMENDMENT NO. 1 amended the AGREEMENT to have an effective date of June 2, 2020, to July 16, 2020, and extended the term three additional years beginning on July 16, 2023, and expiring on July 15, 2026, increasing the amount by $962,700, with a total not to exceed amount of $1,735,300, and updated the Appendix A-1 – Products and Deployment Schedule and Appendix B-1 – EA Fee Schedule with new appendices; and

WHEREAS the COUNTY and CONTRACTOR in Amendment NO. 2 amended the AGREEMENT to increase the Annual Credits for Arc GIS Online Organizational Subscription to 15,000. There was no change in the contract not to exceed amount of $1,735,300 nor the term end date of July 15, 2026; and

WHEREAS the COUNTY and CONTRACTOR in AMENDMENT NO. 3 wish to amend the AGREEMENT to extend the term end date to July 15, 2029, and increase the amount by $1,259,422, with a total not to exceed amount of $2,994,722, and updating the Appendix A-3 Products and Deployment Schedule and Appendix B-3 – EA Fee Schedule.

NOW THEREFORE, the COUNTY and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. The term of the AGREEMENT is extended for an additional three-year period beginning July 16, 2026, through July 15, 2029.

2. For the extended period beginning July 16, 2026, through July 15, 2029, Appendix A-3 — Products and Deployment Schedule and Appendix B-3 —EA Fee Schedule is updated with new appendices, both attached hereto and incorporated herein by reference.

3. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this Amendment NO. 3 and shall continue in full force and effect as set forth in the AGREEMENT.

4. A copy of this Amendment NO. 3 shall be attached to the original AGREEMENT.

This space left blank intentionally.

Docusign Envelope ID: EB51A392-641B-4869-B1BA-94B5F8F3468D

IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 3 on the day, and year written below.

COUNTY OF MONTEREY	**CONTRACTOR** Esri
	Signed by: Annette Kazandjian 21FBD55545E6449...
Eric A. Chatham Chief Information Officer	Name: Title:
APPROVED AS TO FORM ***OFFICE OF THE COUNTY COUNSEL*** ***SUSAN K. BLITCH, COUNTY COUNSEL***	
Samuel Beiderwell, Deputy County Counsel	

Docusign Envelope ID: EB51A392-641B-4869-B1BA-94B5F8F3468D

APPENDIX A-3
PRODUCTS AND DEPLOYMENT SCHEDULE

For the extended period beginning July 16, 2026, through July 15, 2029, County may Deploy the EA Products up to the total quantity of licenses indicated below to Customer during the term of this EA.

Table A-1
EA Products— Esri Flex (formerly Uncapped) *

Product - Perpetual	**Total**
ArcGIS Enterprise: ArcGIS Enterprise (Advanced and Standard)	Esri Flex
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Network Analyst, and ArcGIS Spatial Analyst	Esri Flex
ArcGIS GIS Server: Advanced, Standard, Basic	Esri Flex
ArcGIS Enterprise Additional Capability Servers: ArcGIS Image Server	Esri Flex
ArcGIS Monitor	Esri Flex

Product - Subscription	**Total**
ArcGIS Enterprise Viewer User Type Annual Subscription	Esri Flex
ArcGIS Enterprise Contributor User Type Annual Subscription	Esri Flex
ArcGIS Enterprise Mobile Worker User Type Annual Subscription	Esri Flex

*Esri Flex (formerly Uncapped) provides the right to deploy quantities as needed throughout the term of the Agreement.

Table A-2
EA Products—Capped Quantities

ArcGIS Desktop Perpetual Products (First Year Only/2026)	**SU/CU**	**Rolled-In Qty. (if applicable)**	**Qty. to Be Deployed**	**Total**
ArcGIS Desktop: Advanced	CU	6	0	6
ArcGIS Desktop: Standard	CU	11	0	11
ArcGIS Desktop: Basic	CU	18	0	18
ArcGIS Desktop: Basic	SU	4	0	4
ArcGIS Desktop Extensions: ArcGIS 3D Analyst	CU	4	0	4
ArcGIS Desktop Extensions: ArcGIS Data Reviewer	CU	1	0	1
ArcGIS Desktop Extensions: ArcGIS Network Analyst	CU	3	0	3
ArcGIS Desktop Extensions: ArcGIS Publisher	CU	1	0	1
ArcGIS Desktop Extensions: ArcGIS Workflow Manager	CU	1	0	1
ArcGIS Desktop Extensions: ArcGIS Spatial Analyst	CU	5	0	5

Docusign Envelope ID: EB51A392-641B-4869-B1BA-94B5F8F3468D

Annual Subscription Products	**Term 1**	**Term 2**	**Term 3**
ArcGIS Business Analyst Web App Advanced Online Annual Subscription	2	2	2
ArcGIS Advanced Editing User Type Extension for ArcGIS Enterprise Annual Subscription	8	8	8
ArcGIS Drone2Map Standard for ArcGIS Enterprise Annual Subscription	2	2	2
ArcGIS Developer Bundle Annual Subscription	2	2	2
ArcGIS Hub Premium ArcGIS Online Community Annual Subscription	1	1	1

User Type Products	**Term 1**	**Term 2**	**Term 3**
ArcGIS Online ***(1 Organizational Subscription)***	***(number of Users per Term)***		
ArcGIS Online Creator User Type Annual Subscription	50	55	60
ArcGIS Online Professional (formerly Standard) User Type Annual Subscription *(500 credits per user)*	2	2	2
ArcGIS Online Professional Plus (formerly Advanced) User Type Annual Subscription *(500 credits per user)*	8	8	8
ArcGIS Enterprise	***(number of Users per Term)***		
ArcGIS Enterprise Creator User Type Annual Subscription	200	250	300
ArcGIS Enterprise Professional (formerly Standard) User Type Annual Subscription	15	18	20
ArcGIS Enterprise Professional Plus (formerly Advanced) User Type Annual Subscription	25	28	30

Docusign Envelope ID: EB51A392-641B-4869-B1BA-94B5F8F3468D

APPENDIX B-3
EA FEE SCHEDULE

The EA Fee is **$1,259,422** For the extended period beginning July 16, 2026, through July 15, 2029. The EA Fee is in consideration of the EA Products, EA Maintenance, Esri User Conference registrations, and Esri Enterprise Advantage Program.

	Year 7 2026	Year 8 2027	Year 9 2028	EA Fee
Payments	**$380,490**	**$418,539**	**$460,393**	**$1,259,422**

Advantage Program (AP)	**100 Technical Advisory Hours per year.** **50 Learning and Services Credits per year**
Number of Esri User Conference Registrations per Year	**7**
Number of Tier 1 Help Desk Callers That May Contact Esri for Tier 2 Support	**5**
Number of Sets of Backup Media, if Requested	**1**
Extended Term of EA	**Three (3) years from July 16, 2026, through July 15, 2029**

Docusign Envelope ID: EC5CF567-14A6-41E3-AEA1-38DE4399BB2D

SOLE SOURCE/SOLE BRAND JUSTIFICATION

OVERVIEW:

On rare occasions there may be a need to purchase goods or services from one vendor/contractor without going to formal bid or requesting competitive quotations. This is known as "Sole Source" purchasing. This document does not replace an Agreement.

"Sole Source" purchasing is authorized by Monterey County Code 2.32.040, Emergency Purchases, and by Monterey County Code 2.32.070, Competitive Bidding Not Required.

"Sole Source" purchasing may be necessary under certain circumstances such as an emergency wherein the department head or other County Official who is authorized to sign requisitions may purchase items for the continuance of the department function, or that items purchased are necessary for the preservation of life or property, and that no authorized purchasing department personnel are immediately available to make the purchase.

A sole source may be designated when it is apparent that a needed product or service is uniquely available from the source, or for all practical purposes, it is justifiably in the best interest of the County. The designation of a "Sole Source" supplier must be authorized by the County Purchasing Agent or Deputy-Purchasing Agent before the requirement for competitive quotations is waived.

In an effort to expedite sole source/brand requisition requests through Contracts/Purchasing, we would encourage you to review the criteria for Sole Source/Brand form herein. If you feel your request meets such criteria, follow the instructions in filling out the form, along with a Department Head signature approving the request on behalf of their department. If sole source/brand justification is warranted and accepted by Purchasing, the request shall be signed by the Contracts/Purchasing Officer (CPO).

This is an internal review process. Departments are requested to use discretion in their discussion with vendors so as not to compromise any competitive advantage the Buyer may utilize, regardless of the acceptance or rejection of the sole source/brand justification.

Contracts/Purchasing will advise you when a particular competitive review process may both serve the County better and/or be required by governing law.

The **JUSTIFICATION OF SOLE SOURCE/SOLE BRAND REQUEST** is **NOT** an agreement.

PROCEDURE:

Docusign Envelope ID: EC5CF567-14A6-41E3-AEA1-38DE4399BB2D

Sole source/brand purchasing is an exception to the normal procurement function and requires a detailed justification. In processing sole source/brand requests for supplies, services and/or equipment, Contracts/Purchasing adheres to and is governed by the principles set forth in both the Federal and State Laws governing public purchasing and the Public Contract Code, and by the adopted and approved County of Monterey Policies and Procedures.

If you are requesting a particular vendor, brand, or product, you must make this fact clear on your request. Such a request should not be made unless the request is reasonable and appropriately justified to meet legal requirements and can withstand a possible audit. The County requirements and the format for submitting such requests are contained herein.

The **JUSTIFICATION OF SOLE SOURCE/SOLE BRAND REQUEST** is **NOT** an agreement.

The following factors **DO NOT** apply to sole source/brand requests and should not be included in your sole source/brand justification. They will not be considered and only tend to confuse the evaluation process.

1. Personal preference for product or vendor
2. Cost, vendor performance, and local service (this may be considered an award factor in competitive bidding)
3. Features which exceed the minimum department requirements
4. Explanation for the actual need and basic use for the equipment, unless the information relates to a request for unique factors
5. A request for no substitution submitted without justification. This is a sole source/brand request requiring detailed justification including established sole source/brand criteria

Please make copies of the Criteria for Sole Source/Brand form for your future use.

Docusign Envelope ID: EC5CF567-14A6-41E3-AEA1-38DE4399BB2D

County of Monterey
General Services- Contracts/Purchasing Division
JUSTIFICATION OF SOLE SOURCE/SOLE BRAND REQUEST

Date February 18, 2026

1. Please indicate the following:

Procurement: ☐ Goods ☑ Services

Description of Item: Provides Enterprise Geographic Information System (GIS) solutions

(Check One)

☑ Sole Source: Item is available from one source only. Item is a one-of-a kind and is not sold through distributors. Manufacturer is the exclusive distributor.

☐ Sole Brand: Various sources can supply the specified model and brand and competitive bids will be solicited for the requested brand only. Meets form, fit and function- nothing else will do.

Note: Sole Source/Sole Brand Requests are not maintained as a standing request. Each request is for a single one-time purchase only.

Sole Source/Sole Brand Request is not an Agreement.

2. Vendor Selection:

○ Preferred Vendor
◉ Sole Source

Vendor Name: Environmental Systems Research Institute, Inc. (ESRI)
Address: 1600 K Street, Ste. 4C City: Sacramento State: CA
Phone Number: (____)_____ Fax: (____)_____
Contact Person: Sandi Hirth Title: Sr. Acct. Executive
Federal Employer #: *5732

Docusign Envelope ID: EC5CF567-14A6-41E3-AEA1-38DE4399BB2D

3. Provide a brief description of the goods/services to be purchased and why this purchase is being proposed under a sole source acquisition.

   a) Why were product and/or vendor chosen?

   Environmental Systems Research Institute, Inc. (Esri) is the developer, owner, and sole manufacturer of the ArcGIS suite of Geographic Information System (GIS) software products that comprise the County's Enterprise GIS platform. Esri is the only responsible source authorized to provide proprietary software maintenance, technical support, security patches, updates, and version upgrades for ArcGIS products.

   The County's Enterprise GIS infrastructure supports critical departmental operations, enterprise system integrations, spatial data management, and public-facing applications. Due to Esri's exclusive ownership of the software and associated intellectual property, the required maintenance and support services for the Enterprise GIS platform must be procured directly from Esri.

   b) What are the unique performance features of the product/brand requested that are not available in any other product/brand? For Services: what unique qualifications, rights, and licenses does the vendor possess to qualify as a sole source/brand request?

   ArcGIS software is proprietary to Esri, which retains exclusive rights to its source code, licensing, distribution, and product development. Only Esri is authorized to provide official maintenance, certified updates, patches, and major version upgrades for the ArcGIS products that support the County's Enterprise GIS.

   Esri has direct access to its development teams, technical resources, and product roadmap, ensuring accurate support, system compatibility, and interoperability with evolving operating systems and enterprise applications. No third-party vendor is legally or technically authorized to provide equivalent maintenance or distribute official ArcGIS updates. Esri is the only responsible source capable of providing the required services for the County's Enterprise GIS without substantial duplication of cost or unacceptable delay.

   c) Why are these specific features/qualifications required?

   The County relies on ArcGIS software to support critical GIS operations, data management, mapping, and enterprise system integrations. Maintaining an active software maintenance agreement with Esri ensures continuous access to security patches, performance enhancements, regulatory updates, and compatibility with evolving operating systems and enterprise platforms. Without this agreement, the County would lose access to technical support and software updates, increasing the risk of system obsolescence, cybersecurity vulnerabilities, and operational disruptions. Continued maintenance with Esri is therefore essential to preserve system functionality, data integrity, and enterprise GIS continuity.

Docusign Envelope ID: EC5CF567-14A6-41E3-AEA1-38DE4399BB2D

d) What other products/services have been examined and/or rejected?

This product/service ensures the continued availability and support of the Esri software and related capabilities that have been utilized by the County since 1991. Esri is the sole manufacturer and authorized provider of maintenance, updates, and technical support for its proprietary software. No other vendors are authorized to provide these services.

e) Why are other sources providing like goods or services unacceptable (please give a full meaningful explanation)?

Esri is the exclusive provider of maintenance and support services for its proprietary GIS software products. Third parties are not authorized to provide official software updates, patches, upgrades, or manufacturer-backed technical support. Replacing the current GIS platform with an alternative system would require substantial financial investment, including procurement of new software, data migration, system configuration, integration, staff training, and validation of all GIS datasets and applications. Such a transition would result in operational disruption and potential service impacts to County departments and the public. Given the County's long-term implementation and operational reliance on the Esri platform, procuring maintenance directly from Esri is the only reasonable and responsible option.

f) What are the unique performance features REQUIRED (not merely preferred), and how would your requirement be inhibited without this particular item or service?

The County requires ongoing access to manufacturer-authorized software updates, security patches, technical support, and version upgrades to maintain system stability, security, and compatibility with existing applications and infrastructure. Without active maintenance, the County would be unable to receive critical updates and vendor support, which would impair daily operations, increase security risk, and negatively impact the delivery of GIS services to County departments and residents.

g) Estimated Costs:

Three years 2026-2029 = $1,259,422

Docusign Envelope ID: EC5CF567-14A6-41E3-AEA1-38DE4399BB2D

4. Is there an unusual or compelling urgency associated with this project?

☐ No

☐ Yes (Please describe)

The next contract amendment is due July 14, 2026. To avoid disruption to the existing services we must take this item to the Board of Supervisor's for approval. This will allow continued capabilities of support of County services described in the response on question 3a above.

THE FOLLOWING TO BE COMPLETED BY THE REQUESTOR

I hereby certify that:

1. I am an approved department representative and am aware of the County's requirements for competitive bidding, as well as the criteria for justification for sole source/brand purchasing.
2. I have gathered the required technical information and have made a concentrated effort to review comparable and/or equal equipment.
3. The information contained herein is complete and accurate.
4. There is justification for sole source/brand purchasing noted above as it meets the County's criteria.
5. A sole source/brand purchase in this case would withstand a possible audit or a vendor's protest.

Signed by: Aruna Seshadri 8D1DB2853876491...

Requestors Signature — Date: 2/19/2026 | 9:07 AM PST

DocuSigned by: Paresa Patel B4750D11FCD04E1...

Authorized Signature by Department Head — Date: 2/19/2026 | 9:28 AM PST

Signed by: Tom Skinner 30F2300D718745F...

Approved by Contracts/Purchasing Officer — Date: 2/19/2026 | 10:49 AM PST

Introduced: 3/2/2026

Current Status: General Government - Consent

Version: 1

Matter Type: General Agenda Item

a. Authorize the County Purchasing Agent or designee to execute Countywide Service Agreements based on the criteria set forth in RFP #10961. The agreements are between the County of Monterey and the three (3)-named vendors as follows: Central Valley Business Forms, Inc. DBA Central Valley Business Forms, PrintWorks. Solutions Inc., and Advantage Mailing, LLC, DBA Casey Printing for the provision of Print Shop and Copy Related Services for the County of Monterey on an as-needed basis for the initial term of three (3) years from April 1, 2026, through and including March 31, 2029. The aggregate amount over the term of all Agreements shall not exceed $2,000,000 in accordance with the terms and conditions set within each Agreement; and,
b. Authorize the County Purchasing Agent or designee to exercise the option to extend the Countywide Service Agreements for two (2) additional one (1) year periods in accordance with the terms and conditions set within each Agreement; and
c. Authorize the County Purchasing Agent or designee to execute after one-year, similar additional Agreements for Print Shop and Copy Related Services with qualified contractors who meet the minimum requirements and comply with the County of Monterey standard terms and conditions, where each individual agreement does not affect the total aggregate amount authorized. Any additional Agreements shall terminate March 31, 2029; and
d. Authorize the County Purchasing Agent or designee to execute future amendments that do not exceed 10% ($200,000) of the original aggregate amount and do not significantly alter the scope of services, for a total maximum not to exceed amount of $2,200,000 for all of the Agreements.

RECOMMENDATION:
It is recommended that the Board of Supervisors:

a. Authorize the County Purchasing Agent or designee to execute Countywide Service Agreements based on the criteria set forth in RFP #10961. The agreements are between the County of Monterey and the three (3)-named vendors as follows: Central Valley Business Forms, Inc. DBA Central Valley Business Forms, PrintWorks. Solutions Inc., and Advantage Mailing, LLC, DBA Casey Printing, DBA Casey Printing for the provision of Print Shop and Copy Related Services for the County of Monterey on an as-needed basis for the initial term of three (3) years from April 1, 2026, through and including March 31, 2029. The aggregate amount over the term of all Agreements shall not exceed $2,000,000, in accordance with the terms and conditions set within each

Agreement; and,

b. Authorize the County Purchasing Agent or designee to exercise the option to extend the Countywide Service Agreements for two (2) additional one (1) year periods in accordance with the terms and conditions set within each Agreement; and
c. Authorize the County Purchasing Agent or designee to execute after one-year, similar additional Agreements for Print Shop and Copy Related Services with qualified contractors who meet the minimum requirements and comply with the County of Monterey standard terms and conditions, where each individual agreement does not affect the total aggregate amount authorized. Any additional Agreements shall terminate March 31, 2029; and
d. Authorize the County Purchasing Agent or designee to execute future amendments that do not exceed 10% ($200,000) of the original aggregate amount and do not significantly alter the scope of services, for a total maximum not to exceed amount of $2,200,000 for all of the Agreements.

SUMMARY:

The County of Monterey has a need for a reliable source of print shop and copy services for the printing and reproduction of required documents for the initial term of April 1, 2026 through and including March 31, 2029 with the option to extend the agreements for two (2) additional one (1) year periods, for a total not to exceed a maximum five (5) year Agreement. Services will be provided on an as needed basis under a delivery order process between each requesting County department and the Contractor, in accordance with each individual Contractors pricing sheet. Such services shall include but are not limited to print shops and copy services for the printing and reproduction of required documents. Each Agreement is based upon County requirements as set forth in the terms and conditions of Request for Proposals (RFP #10961).

Each Agreement will be included on the Countywide Service Agreement schedule, so that departments can see these resources are available, eliminating the need for individual agreements with each County department. The aggregate amount to be spent for all identified Agreements over the five (5) year term is not to exceed $2,000,000. Copies of the Agreements are on file with the Clerk of the Board.

Additionally, it is recommended that the County Purchasing Agent or designee be authorized to enter into additional similar Agreements, after one year, with other vendors who otherwise meet the qualifications of RFP #10961 and agree to the same terms and conditions as approved vendors and where each additional Agreement would terminate at the same time as the Agreements presented before the Board for approval today. It is also recommended that the Chief Contracts and Procurement Officer or designee be authorized to increase the cumulative ‘not to exceed’ amount by up to 10% of the original aggregate amount, or $2,2000,000, whether or not additional Agreements are entered into. This authority will provide needed flexibility to the County to deal with currently unanticipated needs.

DISCUSSION:

The services will include a reliable source of print shop and copy services for the printing and

reproduction of required documents following the specifications and schedules detailed in the Countywide Service Agreements. Each Agreement is based on the County requirements as set forth in the terms and conditions of RFP #10961. Each Agreement will be included in the County Service Agreement List, eliminating the need for each County department to execute separate agreements. Copies of the Agreements are on file with the Clerk of the Board.

It is also recommended that the Chief Contracts and Procurement Officer or designee be authorized to increase the cumulative not to exceed amount by up to **10% of the original**

aggregate amount, regardless if or not additional Agreements are entered into. The aggregate amount to be spent over the five (5) year term, with the 10% increase above the not to exceed amount shall not exceed $2,200,000 for all of the Agreements.

OTHER AGENCY INVOLVEMENT:

The Office of the County Counsel and the Auditor-Controller's Office have reviewed and approved the proposed Agreements as to form and fiscal provisions, respectively.

FINANCING:

Funds for these services are contained within the approved budget allocations of the departments utilizing the services. Expenditures will depend on the actual services requested by individual County departments. Based upon historical usage, the aggregate amount to be spent for all Agreements issued under RFP #10961 is not anticipated to exceed $2,200,000 over the five (5) year term.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

The Board's approval of the recommended agreements will allow the County to continue with existing services to Print Shop and Copy Services to fit the County's operational needs.

__ Economic Development
X Administration
__ Health and Human Services
__ Infrastructure
__ Public Safety

Prepared by: Angelica Ruelas, Senior Deputy Contracts and Procurement Officer, Ext. 3035
Approved by: Tom Skinner, Acting Chief Contracts & Procurement Officer, Ext. 5791

Attachments:
Attachment A- Board Report
Attachment B- Advantage Mailing, LLC, DBA Casey Printing Agreement
Attachment C- Central Valley Business Forms, Inc. DBA Central Valley Business Forms Agreement
Attachment D- Printworks.Solutions Inc. Agreement

Introduced: 3/2/2026 **Current Status:** Agenda Ready

Version: 1 **Matter Type:** General Agenda Item

a. Authorize the County Purchasing Agent or designee to execute Countywide Service Agreements based on the criteria set forth in RFP #10961. The agreements are between the County of Monterey and the three (3)-named vendors as follows: Central Valley Business Forms, Inc. DBA Central Valley Business Forms, PrintWorks. Solutions Inc., and Advantage Mailing, LLC, DBA Casey Printing for the provision of Print Shop and Copy Related Services for the County of Monterey on an as-needed basis for the initial term of three (3) years from April 1, 2026, through and including March 31, 2029. The aggregate amount over the term of all Agreements shall not exceed $2,000,000, in accordance with the terms and conditions set within each Agreement; and,
b. Authorize the County Purchasing Agent or designee to exercise the option to extend the Countywide Service Agreements for two (2) additional one (1) year periods in accordance with the terms and conditions set within each Agreement; and
c. Authorize the County Purchasing Agent or designee to execute after one-year, similar additional Agreements for Print Shop and Copy Related Services with qualified contractors who meet the minimum requirements and comply with the County of Monterey standard terms and conditions, where each individual agreement does not affect the total aggregate amount authorized. Any additional Agreements shall terminate March 31, 2029; and
d. Authorize the County Purchasing Agent or designee to execute future amendments that do not exceed 10% ($200,000) of the original aggregate amount and do not significantly alter the scope of services, for a total maximum not to exceed amount of $2,200,000 for all of the Agreements.

RECOMMENDATION:
It is recommended that the Board of Supervisors:

a. Authorize the County Purchasing Agent or designee to execute Countywide Service Agreements based on the criteria set forth in RFP #10961. The agreements are between the County of Monterey and the three (3)-named vendors as follows: Central Valley Business Forms, Inc. DBA Central Valley Business Forms, PrintWorks. Solutions Inc., and Advantage Mailing, LLC, DBA Casey Printing, DBA Casey Printing for the provision of Print Shop and Copy Related Services for the County of Monterey on an as-needed basis for the initial term of three (3) years from April 1, 2026, through and including March 31, 2029. The aggregate amount over the term of all Agreements shall not exceed $2,000,000, in accordance with the terms and conditions set within each Agreement; and,
b. Authorize the County Purchasing Agent or designee to exercise the option to extend the

Countywide Service Agreements for two (2) additional one (1) year periods in accordance with the terms and conditions set within each Agreement; and

c. Authorize the County Purchasing Agent or designee to execute after one-year, similar additional Agreements for Print Shop and Copy Related Services with qualified contractors who meet the minimum requirements and comply with the County of Monterey standard terms and conditions, where each individual agreement does not affect the total aggregate amount authorized. Any additional Agreements shall terminate March 31, 2029; and
d. Authorize the County Purchasing Agent or designee to execute future amendments that do not exceed 10% ($200,000) of the original aggregate amount and do not significantly alter the scope of services, for a total maximum not to exceed amount of $2,200,000 for all of the Agreements.

SUMMARY:

The County of Monterey has a need for a reliable source of print shop and copy services for the printing and reproduction of required documents for the initial term of April 1, 2026 through and including March 31, 2029 with the option to extend the agreements for two (2) additional one (1) year periods, for a total not to exceed a maximum five (5) year Agreement. Services will be provided on an as needed basis under a delivery order process between each requesting County department and the Contractor, in accordance with each individual Contractors pricing sheet. Such services shall include but are not limited to print shops and copy services for the printing and reproduction of required documents. Each Agreement is based upon County requirements as set forth in the terms and conditions of Request for Proposals (RFP #10961).

Each Agreement will be included on the Countywide Service Agreement schedule, so that departments can see these resources are available, eliminating the need for individual agreements with each County department. The aggregate amount to be spent for all identified Agreements over the five (5) year term is not to exceed $2,000,000. Copies of the Agreements are on file with the Clerk of the Board.

Additionally, it is recommended that the County Purchasing Agent or designee be authorized to enter into additional similar Agreements, after one year, with other vendors who otherwise meet the qualifications of RFP #10961 and agree to the same terms and conditions as approved vendors and where each additional Agreement would terminate at the same time as the Agreements presented before the Board for approval today. It is also recommended that the Chief Contracts and Procurement Officer or designee be authorized to increase the cumulative ‘not to exceed’ amount by up to 10% of the original aggregate amount, or $2,2000,000, whether or not additional Agreements are entered into. This authority will provide needed flexibility to the County to deal with currently unanticipated needs.

DISCUSSION:

The services will include a reliable source of print shop and copy services for the printing and reproduction of required documents following the specifications and schedules detailed in the

Countywide Service Agreements. Each Agreement is based on the County requirements as set forth in the terms and conditions of RFP #10961. Each Agreement will be included in the County Service Agreement List, eliminating the need for each County department to execute separate agreements. Copies of the Agreements are on file with the Clerk of the Board.

It is also recommended that the Chief Contracts and Procurement Officer or designee be authorized to increase the cumulative not to exceed amount by up to **10% of the original**

aggregate amount, regardless if or not additional Agreements are entered into. The aggregate amount to be spent over the five (5) year term, with the 10% increase above the not to exceed amount shall not exceed $2,200,000 for all of the Agreements.

OTHER AGENCY INVOLVEMENT:

The Office of the County Counsel and the Auditor-Controller's Office have reviewed and approved the proposed Agreements as to form and fiscal provisions, respectively.

FINANCING:

Funds for these services are contained within the approved budget allocations of the departments utilizing the services. Expenditures will depend on the actual services requested by individual County departments. Based upon historical usage, the aggregate amount to be spent for all Agreements issued under RFP #10961 is not anticipated to exceed $2,200,000 over the five (5) year term.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

The Board's approval of the recommended agreements will allow the County to continue with existing services to Print Shop and Copy Services to fit the County's operational needs.

__ Economic Development
X Administration
__ Health and Human Services
__ Infrastructure
__ Public Safety

Prepared by: Angelica Ruelas, Senior Deputy Contracts and Procurement Officer, Ext. 3035
Approved by: Tom Skinner, Acting Chief Contracts & Procurement Officer, Ext. 5791

Attachments:
Attachment A- Board Report
Attachment B- Advantage Mailing, LLC, DBA Casey Printing Agreement
Attachment C- Central Valley Business Forms, Inc. DBA Central Valley Business Forms Agreement
Attachment D- Printworks.Solutions Inc. Agreement

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

COUNTYWIDE SERVICE AGREEMENT BETWEEN COUNTY OF MONTEREY AND Advantage Mailing, LLC DBA Casey Printing RFP 10961-COUNTYWIDE PRINT SHOP AND COPY RELATED SERVICES

This AGREEMENT is made and entered into by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County", and Advantage Mailing, LLC DBA Casey Printing hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, County has invited proposals through the Request for Proposals (RFP 10961) to provide on-call Countywide Print Shop and Copy Related Services for the County of Monterey, in accordance with the specifications set forth in this AGREEMENT; and

WHEREAS, CONTRACTOR has submitted a responsive and responsible proposal to perform such services; and

WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.

NOW THEREFORE, County and CONTRACTOR, for the consideration hereinafter named, agree as follows:

1.0 PERFORMANCE OF THE AGREEMENT

1.1 After consideration and evaluation of the CONTRACTOR's proposal, the County hereby engages CONTRACTOR to provide the services set forth in this AGREEMENT on the terms and conditions contained herein**.** The intent of this AGREEMENT is to summarize the contractual obligations of the parties. This AGREEMENT is based on the following supporting documents:

AGREEMENT
DATED, 4/1/2026, including all attachments and exhibits, and
CONTRACTOR's Proposal dated 9/18/25.

1.2 These documents are on file with the Contracts & Procurement Office.

1.3 All of the above-referenced documents are intended to be complementary. Work required by one of the above-referenced documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order: AGREEMENT, CONTRACTOR's Proposal, including all attachments and exhibits.

1.4 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.

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

1.5 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.

1.5.1 CONTRACTOR must maintain all licenses throughout the term of the AGREEMENT.

1.6 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this AGREEMENT, except as otherwise specified in this AGREEMENT. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this AGREEMENT.

2.0 SCOPE OF WORK/SERVICE

2.1 The SCOPE OF WORK includes, but is not limited to the following:

2.2 CONTRACTOR Minimum Work Performance Percentage: CONTRACTOR shall perform with his own organization contract work amounting to not less than 50 percent (50%) of the original total contract price, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT price before computing the amount of work required to be performed by CONTRACTOR with its organization.

2.3 In Compliance with the County's approved Climate-Friendly Purchasing Policy (policy is located online at http://www.co.monterey.ca.us/government/departments-a-h/administrative-office/contracts-purchasing/procurement-related-policies. Contractor shall be required to provide at a minimum the following:

2.3.1 Packaging and shipping materials made from recycled materials, be recyclable, and be Styrofoam-free.

2.4 The Scope of Work shall include but is not limited to the following:

2.4.1 This RFP is intended to cover all labor, tools, equipment, materials, and any supervision necessary to provide complete printing and related services necessary to the County for the period of three (3) years with the option to renew on a year by year basis for a maximum of two (2) additional one year (1-year) periods.

2.4.2 Printing services are defined as those services, which are normally part of an in- house print shop and may include, but not be limited to the following:

- Cutting
- Collating
- Padding
- 3-hole punching
- Double-sided copies
- Folding
- Stapling
- Binding
- Saddle stitching
- Perforating
- Numbering
- Scoring

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

2.4.3 Photocopying, for the purpose of this RFP, is defined as the reproduction of printed materials using a xerographic-type machine to reproduce the image.

Some reproduction work required by the County falls into the photocopying category. Typical reproduction work needed by the County includes single and double-sided forms, flyers, and brochures in various sizes, including but not limited to, letter, legal, and 11" x 17" sizes. Recycled paper is desirable (but not mandatory) as long as the price is competitive, the brightness is 92 or greater, and the overall quality of the printed product is acceptable.

2.4.4 Two types of uncoated cover stock are typically used: AstroBrite 65# and Index 110#. Coated cover stock is not normally required for the jobs quoted on this request for bid.

2.4.5 Binding size definitions are as follows:

- Small = up to 1 inch thick
- Medium= 1 -1.5 inches thick
- Large = greater than 1.5 inches thick

2.4.6 The County has a need for offset type printing. Typical services required may include, but not be limited to:

- Typesetting
- Multiple color runs
- One and two-sided printing
- Cutting
- Folding
- Padding
- Form Numbering
- Graphic Design/Artwork

2.4.7 CONTRACTOR shall furnish all labor, supervision, methods and processes, implements, tools, machinery, equipment, transportation and materials to provide printing services, including, but not limited to:

1. Printing of one (1) to four (4) colors
2. Bindery services, such as collating, folding, stitching, die cutting, perforating, and perfect bind
3. Both half-tones and duo-tones
4. Pick-up and inside delivery
5. Proofs, if required
6. Price quotations prior to start of work
7. Changes up to forty-eight (48) hours prior to delivery

2.4.8 Placement of Orders - Selected CONTRACTOR(s) will be invited to quote on specific jobs throughout the contract term. Orders for specific jobs will be placed by each individual department, based upon quoted price and CONTRACTOR(s) ability and capacity to meet County's requirements.

2.4.9 Delivery- Unless otherwise specified, delivery (s) shall be to each requesting department within the County.

2.4.10 Job Samples – Examples of the type of services commonly required by the County are detailed in Attachment A.

2.4.11 CONTRACTOR's Qualifications - Successful CONTRACTORs will be expected to adequately stock all printing and bindery materials commonly used by the County, and to maintain masters of commonly used County forms, to ensure timely delivery of jobs to be produced on demand.

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

2.4.12 The County reserves the right to visit and inspect the CONTRACTOR's facilities at a mutually agreed upon time to ascertain that the CONTRACTOR has the necessary resources to provide the required services. The County shall be the sole judge in determining if CONTRACTOR is qualified to undertake the project pursuant to the criteria set forth herein.

2.4.13 CONTRACTOR shall have its own physical printing facilities where the services described in the bid specifications will be performed. Production of actual printing jobs shall be completed at the CONTRACTOR's facilities although bindery tasks may be subcontracted. CONTRACTORs shall list subcontractors on Bid Form.

2.4.14 CONTRACTOR shall provide three (3) commercial references for whom CONTRACTOR performed similar services of a similar scope in the past five (5) years. These services must have been provided for a minimum of one (1) year.

2.5 SPECIFICATION AND SERVICE PERFORMANCE STANDARDS:

2.5.1 Services to be provided Monday to Friday, 8AM to 5PM, except County Holidays.

2.5.2 Turnaround time for printing or copying jobs must be twenty-four (24) hours (1 business day) or less for all jobs. Some time-sensitive jobs requiring immediate turn-around. Failure to provide promised delivery times may be cause for termination of the Agreement.

2.5.3 CONTRACTOR should have the ability to receive, edit and enhance print jobs electronically from County in formats such as MS Office and Adobe applications and make minor formatting changes and/or corrections before printing. County may also provide complex booklets or brochures in Illustrator or InDesign.

2.5.4 CONTRACTOR should have the ability to offer pickup and delivery services to end users requiring it for free or for a fixed delivery fee (to be quoted on bid pricing sheets).

2.5.5 All copies produced must be of commercially accepted quality, for example: properly aligned, no fading, smearing, correct contrast and color, and packaged in a manner to protect the documents from damage in transit. CONTRACTOR mistakes or copies of unacceptable quality will be corrected immediately at no cost to the County.

2.5.6 CONTRACTOR will provide individual invoices for each printing job, showing sufficient detail to verify unit costs are in accordance with contract prices. Upon mutual agreement, invoices may be consolidated into monthly departmental billings, and/or paid by County Procurement Credit Card.

2.5.7 In the event CONTRACTOR requires a proof for their job, the proof is to be signed and authorized by the requesting County personnel. The requirement for a proof may be dependent upon size of job and complexity of job to be determined by County personnel. If a proof is required, County personnel will indicate name and department of person responsible for proof.

2.5.8 Successful CONTRACTOR must have (or must obtain) a Certified Business License prior to the commencement of any Agreement.

2.6 COUNTY RESPONSIBILITIES:

2.6.1 County staff will provide all relevant job information on the CONTRACTOR's job ticket forms if applicable, and provide the graphics and text (in hardcopy or electronic format) for their reprographic jobs.

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

2.6.2 County personnel may e-mail, fax or hand deliver any such forms if applicable, unless the job is being picked up by the CONTRACTOR, in which case the job ticket form if applicable will be included with the relevant materials to picked up.

3.0 PRICING AND BILLING

3.1 It is mutually understood and agreed by both parties that the County shall pay CONTRACTOR in accordance with the payment provisions set forth in **Section 28.0 Pricing**, subject to the limitations set forth in this Agreement.

3.1.1 Prices shall remain firm for the term of this Agreement.

3.1.2 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of this Agreement.

3.1.3 Rate changes are not binding unless mutually agreed upon in writing by the County and CONTRACTOR.

3.2 Prior to the start of each project, the County shall provide CONTRACTOR with a defined scope of services to be provided.

3.3 County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement. This Agreement is one of several contracts awarded pursuant RFP # 10961, and all of such contracts are subject to a maximum cumulative expenditure amongst all such contracts of $2,000,000 aggregate (not annual) over the potential five-year terms of all of the contracts.

3.4 Any discount offered by the CONTRACTOR must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later. In no case will a discount be considered that requires payment in less than 30 days.

3.5 CONTRACTOR shall levy no additional fees or surcharges of any kind during the term of this Agreement without first obtaining approval from County in writing.

3.6 Tax:

3.6.1 Pricing as per this AGREEMENT is inclusive of all applicable taxes.

3.6.2 County is registered with the Internal Revenue Service, San Francisco office, and registration number 94-6000524. The County is exempt from Federal Transportation Tax; an exemption certificate is not required where shipping documents show Monterey County as consignee.

3.7 Travel/Mileage

3.7.1 Any travel/mileage must be agreed upon and approved by the County in writing prior to services being performed.

3.7.2 Travel/mileage must adhere to the current rate per mile at the time of service as provide by the US General Services Administration. Rates are listed at: https://www.gsa.gov/travel/plan-book/transportation-airfare-pov-etc/privately-owned-vehicle-pov-mileage-reimbursement-rates

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

3.7.3 Travel/mileage fees must be listed as a line-item within the corresponding invoice for associated services.

3.7.3.1 Travel/mileage fees more than the US GSA rate at the time services are provided will not be processed. CONTRACTOR must correct the invoice containing the incorrect fee to adhere to the current GSA rates at the time of service prior to processing of invoice.

3.8 This is one of several agreements entered into pursuant to RFP #10827 and County shall allocate funds as needed.

4.0 TERM OF AGREEMENT

4.1 The term of the AGREEMENT(s) will be for a period of three (3) years from **April 1, 2026, to March 31, 2029**, with the option to extend the AGREEMENT for one (1) additional two (2) year periods, for a total not to exceed a maximum five-(5) year Agreement, unless sooner terminated pursuant to the terms of this Agreement.

4.1.1 County reserves the option to renew or extend this AGREEMENT.

4.1.2 County is not required to state a reason if it elects not to renew.

4.2 This Agreement is of no force or effect until signed by both CONTRACTOR and County with County singing last, and CONTRACTOR may not commence work before County signs this Agreement.

4.3 If County exercises its option to extend, all applicable parties shall mutually agree upon the extension, including any changes in rate and/or terms and conditions in writing.

4.3.1 CONTRACTOR must commence negotiations for any desired rate changes a minimum of ninety days (90) prior to the expiration of the AGREEMENT.

4.3.2 Both parties shall agree upon rate extension(s) or changes in writing.

4.3.3 CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

4.3.3.1 CONTRACTOR shall maintain all license and security requirements as set forth in Section 7.0.

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

5.0 INVOICES AND PURCHASE ORDERS

5.1 Invoices for all services rendered per this AGREEMENT shall be billed directly to the County department requesting services.

5.2 CONTRACTOR shall reference the RFP number on all invoices submitted to County. CONTRACTOR shall submit such invoices periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

information pertinent to the invoice. County shall certify the invoice, either in the requested amount or in such other amount as County approves in conformity with this AGREEMENT and shall promptly submit such invoice to County Auditor-Controller for payment. County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

5.3 Invoicing by CONTRACTOR will clearly itemize the following:

5.3.1 The County Department receiving services,
5.3.2 The purchase order number under which the invoice is to be charged,
5.3.3 The services provided,
5.3.4 Dates of services,
5.3.5 An itemization of other reimbursable expenses approved by the County in writing, as applicable.

5.4 All County of Monterey Purchase Orders issued for the AGREEMENT are valid only during the fiscal year in which they are issued (the fiscal year is defined as July 1 through June 30).

5.5 Unauthorized Surcharges or Fees: Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by County.

6.0 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.

7.0 INSURANCE/SECURITY REQUIREMENTS

7.1 Evidence of Coverage:

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

7.1.1.1 CONTRACTOR, prior to commencement of this AGREEMENT, shall provide to County, a "Certificate of Insurance" showing the coverages, limits and endorsements set forth below for all CONTRACTOR'S SUBCONTRACTORS certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate.

7.1.2 This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. CONTRACTOR shall not receive a

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

"Notice to Proceed" with the work under an AGREEMENT until it has obtained all insurance required and such, insurance has been approved by County. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.

7.1.2.1 CONTRACTOR SHALL PROVIDE TO COUNTY ANNUALLY A CURRENT COPY OF ALL CONTRACTOR'S SUBCONTRACTOR CERTIFICATE OF INSURANCE WITHIN 15 DAYS OF EXPIRATION OF CERTIFICATE.

7.1.2.2 CONTRACTOR SHALL PROVIDE TO COUNTY A CURRENT COPY OF ALL CONTRACTOR'S SUBCONTRACTOR CERTIFICATES OF INSURANCE WITHIN 15 DAYS OF CHANGE.

7.2 Qualifying Insurers:

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

7.3 Insurance Coverage Requirements:

7.3.1 Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of an AGREEMENT a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence, and $2,000,000 in aggregate.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Auto Liability Coverage: must include all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of an 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

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

cover liability for malpractice or errors or omissions made while rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, CONTRACTOR shall, upon the expiration or earlier termination of an 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 an AGREEMENT.
(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

7.4 Other Insurance Requirements:

7.4.1 All insurance required by an AGREEMENT shall be with a company acceptable to County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by an 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 an AGREEMENT.

7.4.2 Each liability policy shall provide that County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractor.

7.4.3 Additional Insured Status
The County of Monterey, its officers, officials, employees, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage
For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

Waiver of Subrogation
CONTRACTOR hereby grants to County a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the County by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

7.4.4 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.

7.5 Security Requirements

7.5.1 CONTRACTOR shall ensure it holds the insurance and required licenses under both, State and local jurisdictions and they remain current during the full term of the AGREEMENT.

7.5.2 CONTRACTOR is required to ensure that all services, costs, and materials must, at minimum, meet the specifications for State of California, California State Contractors License Board, and CAL/OSHA regulations, as applicable.

7.5.3 CONTRACTOR shall be required to submit appropriate State and Federal level criminal background clearance(s) for all personnel required to work within County facilities that are deemed restricted or high security, including but not limited to, Sheriff facilities and facilities where children, elderly, and dependent adults are present.

7.5.3.1 A California licensed Investigator must perform the required State and Federal level criminal background check(s) which must then be submitted to the County prior to the personnel being allowed to work within such County facilities.

7.5.3.1.1 Some County facilities require, California Law Enforcement Telecommunications System (CLETS) clearance.

7.5.3.2 Criminal background checks will be accepted from CONTRACTOR if: performed within the last five (5) years background check was performed as set forth in this Section 7.0.

7.5.3.3 The required background checks SHALL be completed prior to allowing the

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

personnel to work within any of the Sheriff's facilities.

7.5.3.4 CONTRACTOR is responsible for the cost of the State level criminal background Checks.

8.0 RECORDS AND CONFIDENTIALITY

8.1 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.

8.2 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.

8.3 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.

8.4 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 Revised 01/26/2026 6 of 11 Agreement ID: to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

8.5 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

8.6 Format of Deliverables: For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files,

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: https://webstandards.ca.gov/accessibility/.

9.0 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), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

10.0 PERFORMANCE STANDARDS

10.1 Independent Contractor: CONTRACTOR shall be an independent contractor and shall not be an employee of Monterey County, nor immediate family of an employee of County. CONTRACTOR shall be responsible for all insurance (General Liability, Automobile, Workers' Compensation, unemployment, etc.) and all payroll-related taxes. Neither CONTRACTOR nor CONTACTOR's employees shall be entitled to any employee benefits from Monterey County. CONTRACTOR shall control the manner and means of accomplishing the result contracted for herein.

10.2 Minimum Work Performance Percentage: CONTRACTOR shall perform with its own organization contract work amounting to not less than 50 percent of the original total AGREEMENT amount, 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 amount before computing the amount of work required to be performed by CONTRACTOR with its own organization or per a consortium.

10.3 Non-Assignment: CONTRACTOR shall not assign this Agreement, or the work required herein without the prior written consent of County.

10.4 Any subcontractor shall comply with all of County of Monterey requirements, including insurance and indemnification requirements as detailed in this AGREEMENT.

11.0 CONFLICT OF INTEREST

CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this AGREEMENT. Without limitation, CONTRACTOR represents to and agrees with COUNTY that CONTRACTOR has no present, and will have no future, conflict of interest between providing COUNTY services hereunder and any other person or entity (including but not limited to any federal or state environmental or regulatory agency) which

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

has any interest adverse or potentially adverse to COUNTY, as determined in the reasonable judgment of the Board of Supervisors of COUNTY.

12.0 COMPLIANCE WITH APPLICABLE LAWS

12.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices require by law in the performance of the Services.

12.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

12.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

13.0 PREVAILING WAGE

Under Labor Code sections 1720 et seq., a contract for Electrician services may be considered a public work. If applicable, CONTRACTOR shall comply with provisions of the Labor Code (sections 1720, et seq.) governing public works, including payment of prevailing wages, payroll records and employment of apprentices. Copies of the determination of the general prevailing rate of per diem wages are available to interested parties at: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm.

14.0 BACKGROUND CHECKS

14.1 CONTRACTOR shall be required to submit appropriate State level criminal background clearance(s) for all personnel required to work within County facilities that are deemed restricted or high security, including but not limited to the Monterey County Sheriff's Office, Probation Department, 911 Center, and District Attorney's Office.

14.1.1 A California licensed Investigator must perform the required State level criminal background check(s) which must then be submitted to County prior to the personnel being allowed to work within such County facilities.

14.1.2 CONTRACTOR is responsible for the cost of the State level criminal background check(s).

14.1.3 EXCEPTION: Personnel who are designated to provide services at any of the Sheriff's facilities are required to undergo fingerprinting and background checks through the Sheriff's main office, at no cost to CONTRACTOR.

14.2 The required background checks SHALL be completed prior to allowing the personnel to work within any of the limited access facilities.

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

15.0 TIME OF ESSENCE

Time is of the essence in respect to all provisions of this AGREEMENT that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this AGREEMENT.

16.0 PERFORMANCE ASSURANCE AND WAIVER OF BREACH

16.1 Assurance of Performance: If at any time County believes CONTRACTOR may not be adequately performing its obligations under this AGREEMENT or that CONTRACTOR may fail to complete the Services as required by this AGREEMENT, County may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this AGREEMENT. If County accepts the plan it shall issue a signed waiver.

16.1.1 Waiver: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this AGREEMENT shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

17.0 RIGHTS AND REMEDIES OF THE COUNTY FOR DEFAULT

In the case of default by CONTRACTOR, County may procure the articles or services from other sources and may recover the loss occasioned thereby from any unpaid balance due to CONTRACTOR or by proceeding against any performance bond of CONTRACTOR, if any, or by suit against CONTRACTOR. The prices paid by County shall be considered the prevailing market price at the time such purchase(s) may be made. Inspections of service or offers for service that do not meet specifications shall be made at the expense of CONTRACTOR.

18.0 WARRANTY BY CONTRACTOR

CONTRACTOR shall fully warrant all materials, equipment, and service against poor and inferior quality or workmanship for a period of not less than one (1) year from date of final acceptance by the COUNTY. CONTRACTOR shall repair or replace any inoperable materials or equipment in a timely manner during warranty period.

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

19.0 ACCESSIBILITY

CONTRACTOR shall inform himself/herself/itself regarding any peculiarities and limitations of the spaces available for the installation of all work and materials furnished and installed under the AGREEMENT. CONTRACTOR shall exercise due and particular caution to determine that all parts of CONTRACTORs work are made quickly and easily accessible.

20.0 CLEANUP

20.1 Cleanup: During performance and completion of work on this project CONTRACTOR shall remove all unused equipment and instruments of service, all excess or unsuitable material, trash, rubbish and debris, and legally dispose of same. CONTRACTOR shall leave entire area in a neat, clean and acceptable condition as approved by County.

20.2 Waste Removal: Once the collection of waste materials has commenced, CONTRACTOR has exercised control of and taken possession of the waste, and the assumption of risk and liability is solely with CONTRACTOR. County shall not take responsibility for the accidental or purposeful discharge or release of any waste material.

21.0 DAMAGES

CONTRACTOR shall be held responsible for any breakage, loss of County's equipment or supplies through negligence of CONTRACTOR or any employee of the CONTRACTOR while working on County's premises. CONTRACTOR shall be responsible for restoring/replacing any equipment, facilities, etc. so damaged. CONTRACTOR shall immediately report to County any damages to the premises resulting from services performed under this AGREEMENT.

22.0 FORCE MAJEURE

22.1 "Force Majeure" means any cause beyond the reasonable control of a party, including but not limited to acts of God, civil or military disruption, fire, strike, flood, riot, war, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.

22.2 If any party hereto is delayed or prevented from fulfilling its obligations under this AGREEMENT by Force Majeure, said party will not be liable under this AGREEMENT for said delay or failure, nor for damages or injuries resulting directly from the inability to perform scheduled work due to Force Majeure.

22.3 CONTRACTOR shall be granted an automatic extension of time commensurate with any delay in performing scheduled work arising from Force Majeure. CONTRACTOR agrees to resume such work within three (3) days after the Force Majeure has subsided enough to do so.

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

23.0 NOTICES

Notices required to be given to the respective parties under this AGREEMENT shall be deemed given by any of the following means: (1) when personally delivered to County's contract administrator or to CONTRACTOR'S responsible officer; (2) when personally delivered to the party's principle place of business during normal business hours, by leaving notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by FAX machine to the other party, at the party's FAX number specified pursuant to this AGREEMENT, provided that the party giving notice by FAX must promptly confirm receipt of the FAX by telephone to the receiving party's office; or, (4) three (3) days after the notice is deposited in the U. S. mail with first class or better postage fully prepaid, addressed to the party as indicated below.

Notices mailed or faxed to the parties shall be addressed as follows:

TO COUNTY:
County of Monterey Contracts & Procurement Office
1488 Schilling Place Salinas, CA 93901
Tel. No.: (831) 755-4990 Fax No.: (831) 755-4969

TO CONTRACTOR:
Advantage Mailing, LLC DBA Casey Printing
Todd Hermosillo, Account Executive
398 E San Antonio Dr. King City, CA 93930
Tel. No.: (831) 385-3222, Fax No. (831)382-5836.
todd@caseyprinting.com

24.0 LEGAL DISPUTES

24.1 CONTRACTOR agrees that this AGREEMENT and any dispute arising from the relationship between the parties to this AGREEMENT, shall be governed and interpreted by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.

24.2 Any dispute that arises under or relates to this AGREEMENT (whether contract, tort, or both) shall be resolved in the Superior Court of California in Monterey County, California.

24.3 CONTRACTOR shall continue to perform under this AGREEMENT during any dispute.

24.4 The parties agree to waive their separate rights to a trial by jury. This waiver means that the trial will be before a judge.

25.0 HAZARDOUS MATERIALS

HAZARDOUS MATERIALS: Transportation of any hazardous materials to County must be done so in conformance with Superfund Amendments and Reauthorization Act Title 3 as amended. Appropriate documentation must be provided in a Material Safety Data Sheet (MSDS) and other documentation as necessary relating to the traits, characteristics, and pervasive properties of any hazardous materials shipped to the County of Monterey. The shipper understands that County shall not accept any shipment of hazardous materials without

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

complete documentation and safety information as required by law. County shall not take responsibility for the accidental or purposeful discharge or release of any hazardous material. County does not take responsibility for the improper packaging and/or transportation of any hazardous materials ordered by County while in transit or storage prior to service and acceptance by County. (ONLY IF NEEDED)

26.0 PROTECTION OF PUBLIC

CONTRACTOR shall provide adequate warning devices, barricades, guards, flagmen, or other necessary precautions shall be taken by CONTRACTOR to give advice and reasonable protection, safety and warning to persons and vehicular traffic concerned in the area(s) affected by this AGREEMENT.
(ONLY IF NEEDED)

27.0 CONSENT TO USE OF ELECTRONIC SIGNATURES

27.1 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et. seq, California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq*. Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

27.2 **Counterparts**.

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

27.3 **Form: Delivery by E-Mail or Facsimile**.

Executed counterparts of this Agreement may be delivered by facsimile transmission by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect if the manually signed counterpart or counterparts had been delivered to the other party in person

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

28.0 PRICING

PRICING PAGE

RFP 10961 PRINT SHOP AND COPY RELATED SERVICES

COMPANY NAME:

The undersigned CONTRACTOR hereby offers to perform services in strict compliance with the specifications, terms and conditions set forth in this bid invitation.

CONTRACTOR SHALL SUBMIT PRICING FOR THE SAMPLES LISTED BELOW IN ACCORDANCE TO ATTACHEMENT - A. COUNTY SHALL UTILIZE THE SAMPLES BELOW DURING THE SELECTION PROCESSES.

CONTRACTOR SHALL PROVIDE THE COUNTY WITH A COMPLETE PRICE LIST FOR ALL SERVICES RENDERED BY THE CONTRACTOR.

Job # 1 Newsletters

Description	# of Days	Bid Price	Description	# of Days	Bid Price
Standard Lead Time	5	$2,195.00	Rush Lead Time	3	$2,559.00

Job #2 County Letter Head

Description	# of Days	Bid Price	Description	# of Days	Bid Price
Standard Lead Time	5	$2,624.00	Rush Lead Time	3	3,117.00

Job #3 Annual Budget Book

Description	# of Days	Bid Price	Description	# of Days	Bid Price
Standard Lead Time	5	$3,946.00	Rush Lead Time	3	$5119.00

Job #4 Board of Supervisors Agenda Packet

Description	# of Days	Bid Price	Description	# of Days	Bid Price
Standard Lead Time	3	$965.00	Rush Lead Time	2	$1,158.00

Job #5 NCR Forms

Description	# of Days	Bid Price	Description	# of Days	Bid Price
Standard Lead Time	3	$615.00	Rush Lead Time	3	$772.00

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

ATTACHMENT C: More Pricing Examples

Do to the fact that we offer an incredible variety of print products, quantities, inks, substrates, binding options and finishing possibilities, it is not practical to provide a complete price list for ALL services, but we can offer the following examples that illustrate our range of capabilities on common products:

100 Photocopies - one side, 8.5 X 11, black only, 20lb bond: $0.469 per piece
100 Photocopies - two side, 8.5 X 11, black only, 20lb bond $0.641 per piece
(Significant price breaks available on large quantity orders)

100 Photocopies - one side, 8.5 X 11, full color on 20lb bond: $ 0.610 per piece
100 Photocopies -two sides, 8.5 X 11, full color on 20lb bond: $ 0..850 per piece
(Significant price breaks available on large quantity orders)

Brochures, 500, full color, ½ fold on 80# Gloss Text $251.00
Brochures, 500, full color, tri - fold on 80# Gloss Text $265.00

Posters, 100, full color, one side, 11 X 17 on 100# Gloss Text $127.00

Booklets, 250, 8 page, full color, 8.5 X 11, on 80# Gloss Text $559.00

Nameplates, 2 X 10, plastic (for desk or door), customized $35.00 per piece

Pricing for a large variety of custom and standard products, from forms and brochures to letterhead and business cards, is currently available to Monterey County buyers at www.mcprint.caseyprinting.com

--End of Section 28 Pricing--

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

29.0 SIGNATURE PAGE

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

COUNTY OF MONTEREY

By: _____

Contracts/Purchasing Officer

Date: _____

By: _____

Department Head (if applicable)

Date: _____

By: _____

Board of Supervisors (if applicable)

Date: _____

Approved as to Form County Counsel Susan K. Blitch, County Counsel

By: DocuSigned by: Shane Eben Strong 6624564F383643C...

County Counsel

Date: 2/26/2026 | 8:11 AM PST

By: DocuSigned by: Andrea Valentine 25834C99491E449...

Auditor/Controller

Date: 2/27/2026 | 4:10 PM PST

Approved as to Liability Provisions

Office of the County Counsel-Risk Management

By: _____

David Bolton Risk Manager

Date: _____

CONTRACTOR

ADVANTAGE MAILING, LLC DBA CASEY PRINTING

By: DocuSigned by: FB85877404F3494...

(Signature of Chair, President, or Vice-President) *

Thomas C. Ling, President

Date: 2/20/2026 | 9:32 AM PST

By: DocuSigned by: Brett Noss 4BA54BE0A926401...

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

Brett Noss, CFO

Date: 2/20/2026 | 9:41 AM PST

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 (California Corporations Code, §313). If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member, or 2) two (2) managers (Corporations Code, §17703.01, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership (Corporations Code, §§16301 and 15904.02). If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign.

[1] Approval by the Office of the County Counsel is required.

[2] Approval by Auditor-Controller is required.

[3] Review by Risk Management is necessary only if changes are made in the Indemnification or Insurance paragraphs.

Prepared by Gonzalo Chitty, Deputy Contracts and Procurement Officer I

*Final_20260130_* Angelica Ruelas, Senior Deputy Contracts and Procurement Officer

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

COUNTYWIDE SERVICE AGREEMENT BETWEEN
COUNTY OF MONTEREY
AND
Central Valley Business Forms, Inc. DBA Central Valley Business Forms

RFP 10961-COUNTYWIDE PRINT SHOP AND COPY RELATED SERVICES

This AGREEMENT is made and entered into by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County", and Central Valley Business Forms, Inc. DBA Central Valley Business Forms hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, County has invited proposals through the Request for Proposals (RFP 10961) to provide on-call Countywide Print Shop and Copy Related Services for the County of Monterey, in accordance with the specifications set forth in this AGREEMENT; and

WHEREAS, CONTRACTOR has submitted a responsive and responsible proposal to perform such services; and

WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.

NOW THEREFORE, County and CONTRACTOR, for the consideration hereinafter named, agree as follows:

1.0 PERFORMANCE OF THE AGREEMENT

1.1 After consideration and evaluation of the CONTRACTOR's proposal, the County hereby engages CONTRACTOR to provide the services set forth in this AGREEMENT on the terms and conditions contained herein**.** The intent of this AGREEMENT is to summarize the contractual obligations of the parties. This AGREEMENT is based on the following supporting documents:

AGREEMENT
DATED, 4/1/2026, including all attachments and exhibits, and
CONTRACTOR's Proposal dated 9/15/26.

1.2 These documents are on file with the Contracts & Procurement Office.

1.3 All of the above-referenced documents are intended to be complementary. Work required by one of the above-referenced documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order: AGREEMENT, CONTRACTOR's Proposal, including all attachments and exhibits.

1.4 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this AGREEMENT are specially trained, experienced,

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

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.

1.5 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.

1.5.1 CONTRACTOR must maintain all licenses throughout the term of the AGREEMENT.

1.6 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this AGREEMENT, except as otherwise specified in this AGREEMENT. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this AGREEMENT.

2.0 SCOPE OF WORK/SERVICE

2.1 The SCOPE OF WORK includes, but is not limited to the following:

2.2 CONTRACTOR Minimum Work Performance Percentage: CONTRACTOR shall perform with his own organization contract work amounting to not less than 50 percent (50%) of the original total contract price, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT price before computing the amount of work required to be performed by CONTRACTOR with its organization.

2.3 In Compliance with the County's approved Climate-Friendly Purchasing Policy (policy is located online at http://www.co.monterey.ca.us/government/departments-a-h/administrative-office/contracts-purchasing/procurement-related-policies. Contractor shall be required to provide at a minimum the following:

2.3.1 Packaging and shipping materials made from recycled materials, be recyclable, and be Styrofoam-free.

2.4 The Scope of Work shall include but is not limited to the following:

2.4.1 This RFP is intended to cover all labor, tools, equipment, materials, and any supervision necessary to provide complete printing and related services necessary to the County for the period of three (3) years with the option to renew on a year by year basis for a maximum of two (2) additional one year (1-year) periods.

2.4.2 Printing services are defined as those services, which are normally part of an in- house print shop and may include, but not be limited to the following:

- Cutting
- Collating
- Padding
- 3-hole punching
- Double-sided copies
- Folding
- Stapling
- Binding
- Saddle stitching

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

- Perforating
- Numbering
- Scoring

2.4.3 Photocopying, for the purpose of this RFP, is defined as the reproduction of printed materials using a xerographic-type machine to reproduce the image.

Some reproduction work required by the County falls into the photocopying category. Typical reproduction work needed by the County includes single and double-sided forms, flyers, and brochures in various sizes, including but not limited to, letter, legal, and 11" x 17" sizes. Recycled paper is desirable (but not mandatory) as long as the price is competitive, the brightness is 92 or greater, and the overall quality of the printed product is acceptable.

2.4.4 Two types of uncoated cover stock are typically used: AstroBrite 65# and Index 110#. Coated cover stock is not normally required for the jobs quoted on this request for bid.

2.4.5 Binding size definitions are as follows:

- Small = up to 1 inch thick
- Medium= 1 -1.5 inches thick
- Large = greater than 1.5 inches thick

2.4.6 The County has a need for offset type printing. Typical services required may include, but not be limited to:

- Typesetting
- Multiple color runs
- One and two-sided printing
- Cutting
- Folding
- Padding
- Form Numbering
- Graphic Design/Artwork

2.4.7 CONTRACTOR shall furnish all labor, supervision, methods and processes, implements, tools, machinery, equipment, transportation and materials to provide printing services, including, but not limited to:

1. Printing of one (1) to four (4) colors
2. Bindery services, such as collating, folding, stitching, die cutting, perforating, and perfect bind
3. Both half-tones and duo-tones
4. Pick-up and inside delivery
5. Proofs, if required
6. Price quotations prior to start of work
7. Changes up to forty-eight (48) hours prior to delivery

2.4.8 Placement of Orders - Selected CONTRACTOR(s) will be invited to quote on specific jobs throughout the contract term. Orders for specific jobs will be placed by each individual department, based upon quoted price and CONTRACTOR(s) ability and capacity to meet County's requirements.

2.4.9 Delivery- Unless otherwise specified, delivery (s) shall be to each requesting department within the County.

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

2.4.10 Job Samples – Examples of the type of services commonly required by the County are detailed in Attachment A.

2.4.11 CONTRACTOR's Qualifications - Successful CONTRACTORs will be expected to adequately stock all printing and bindery materials commonly used by the County, and to maintain masters of commonly used County forms, to ensure timely delivery of jobs to be produced on demand.

2.4.12 The County reserves the right to visit and inspect the CONTRACTOR's facilities at a mutually agreed upon time to ascertain that the CONTRACTOR has the necessary resources to provide the required services. The County shall be the sole judge in determining if CONTRACTOR is qualified to undertake the project pursuant to the criteria set forth herein.

2.4.13 CONTRACTOR shall have its own physical printing facilities where the services described in the bid specifications will be performed. Production of actual printing jobs shall be completed at the CONTRACTOR's facilities although bindery tasks may be subcontracted. CONTRACTORs shall list subcontractors on Bid Form.

2.4.14 CONTRACTOR shall provide three (3) commercial references for whom CONTRACTOR performed similar services of a similar scope in the past five (5) years. These services must have been provided for a minimum of one (1) year.

2.5 SPECIFICATION AND SERVICE PERFORMANCE STANDARDS:

2.5.1 Services to be provided Monday to Friday, 8AM to 5PM, except County Holidays.

2.5.2 Turnaround time for printing or copying jobs must be twenty-four (24) hours (1 business day) or less for all jobs. Some time-sensitive jobs requiring immediate turn-around. Failure to provide promised delivery times may be cause for termination of the Agreement.

2.5.3 CONTRACTOR should have the ability to receive, edit and enhance print jobs electronically from County in formats such as MS Office and Adobe applications and make minor formatting changes and/or corrections before printing. County may also provide complex booklets or brochures in Illustrator or InDesign.

2.5.4 CONTRACTOR should have the ability to offer pickup and delivery services to end users requiring it for free or for a fixed delivery fee (to be quoted on bid pricing sheets).

2.5.5 All copies produced must be of commercially accepted quality, for example: properly aligned, no fading, smearing, correct contrast and color, and packaged in a manner to protect the documents from damage in transit. CONTRACTOR mistakes or copies of unacceptable quality will be corrected immediately at no cost to the County.

2.5.6 CONTRACTOR will provide individual invoices for each printing job, showing sufficient detail to verify unit costs are in accordance with contract prices. Upon mutual agreement, invoices may be consolidated into monthly departmental billings, and/or paid by County Procurement Credit Card.

2.5.7 In the event CONTRACTOR requires a proof for their job, the proof is to be signed and authorized by the requesting County personnel. The requirement for a proof may be dependent upon size of job and complexity of job to be determined by County personnel. If a proof is required, County personnel will indicate name and department of person responsible for proof.

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

2.5.8 Successful CONTRACTOR must have (or must obtain) a Certified Business License prior to the commencement of any Agreement.

2.6 COUNTY RESPONSIBILITIES:

2.6.1 County staff will provide all relevant job information on the CONTRACTOR's job ticket forms if applicable, and provide the graphics and text (in hardcopy or electronic format) for their reprographic jobs.

2.6.2 County personnel may e-mail, fax or hand deliver any such forms if applicable, unless the job is being picked up by the CONTRACTOR, in which case the job ticket form if applicable will be included with the relevant materials to picked up.

3.0 PRICING AND BILLING

3.1 It is mutually understood and agreed by both parties that the County shall pay CONTRACTOR in accordance with the payment provisions set forth in **Section 28.0 Pricing**, subject to the limitations set forth in this Agreement.

3.1.1 Prices shall remain firm for the term of this Agreement.

3.1.2 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of this Agreement.

3.1.3 Rate changes are not binding unless mutually agreed upon in writing by the County and CONTRACTOR.

3.2 Prior to the start of each project, the County shall provide CONTRACTOR with a defined scope of services to be provided.

3.3 County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement. This Agreement is one of several contracts awarded pursuant RFP # 10961, and all of such contracts are subject to a maximum cumulative expenditure amongst all such contracts of $2,000,000 aggregate (not annual) over the potential five-year terms of all of the contracts.

3.4 Any discount offered by the CONTRACTOR must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later. In no case will a discount be considered that requires payment in less than 30 days.

3.5 CONTRACTOR shall levy no additional fees or surcharges of any kind during the term of this Agreement without first obtaining approval from County in writing.

3.6 Tax:

3.6.1 Pricing as per this AGREEMENT is inclusive of all applicable taxes.

3.6.2 County is registered with the Internal Revenue Service, San Francisco office, and registration number 94-6000524. The County is exempt from Federal Transportation Tax; an exemption certificate is not required where shipping documents show Monterey County as consignee.

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

3.7 Travel/Mileage

3.7.1 Any travel/mileage must be agreed upon and approved by the County in writing prior to services being performed.

3.7.2 Travel/mileage must adhere to the current rate per mile at the time of service as provide by the US General Services Administration. Rates are listed at: https://www.gsa.gov/travel/plan-book/transportation-airfare-pov-etc/privately-owned-vehicle-pov-mileage-reimbursement-rates

3.7.3 Travel/mileage fees must be listed as a line-item within the corresponding invoice for associated services.

3.7.3.1 Travel/mileage fees more than the US GSA rate at the time services are provided will not be processed. CONTRACTOR must correct the invoice containing the incorrect fee to adhere to the current GSA rates at the time of service prior to processing of invoice.

3.8 This is one of several agreements entered into pursuant to RFP #10827 and County shall allocate funds as needed.

4.0 TERM OF AGREEMENT

4.1 The term of the AGREEMENT(s) will be for a period of three (3) years from **April 1, 2026, to March 31, 2029**, with the option to extend the AGREEMENT for one (1) additional two (2) year periods, for a total not to exceed a maximum five-(5) year Agreement, unless sooner terminated pursuant to the terms of this Agreement.

4.1.1 County reserves the option to renew or extend this AGREEMENT.

4.1.2 County is not required to state a reason if it elects not to renew.

4.2 This Agreement is of no force or effect until signed by both CONTRACTOR and County with County singing last, and CONTRACTOR may not commence work before County signs this Agreement.

4.3 If County exercises its option to extend, all applicable parties shall mutually agree upon the extension, including any changes in rate and/or terms and conditions in writing.

4.3.1 CONTRACTOR must commence negotiations for any desired rate changes a minimum of ninety days (90) prior to the expiration of the AGREEMENT.

4.3.2 Both parties shall agree upon rate extension(s) or changes in writing.

4.3.3 CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

4.3.3.1 CONTRACTOR shall maintain all license and security requirements as set forth in Section 7.0.

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

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

5.0 INVOICES AND PURCHASE ORDERS

5.1 Invoices for all services rendered per this AGREEMENT shall be billed directly to the County department requesting services.

5.2 CONTRACTOR shall reference the RFP number on all invoices submitted to County. CONTRACTOR shall submit such invoices periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. County shall certify the invoice, either in the requested amount or in such other amount as County approves in conformity with this AGREEMENT and shall promptly submit such invoice to County Auditor-Controller for payment. County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

5.3 Invoicing by CONTRACTOR will clearly itemize the following:

5.3.1 The County Department receiving services,
5.3.2 The purchase order number under which the invoice is to be charged,
5.3.3 The services provided,
5.3.4 Dates of services,
5.3.5 An itemization of other reimbursable expenses approved by the County in writing, as applicable.

5.4 All County of Monterey Purchase Orders issued for the AGREEMENT are valid only during the fiscal year in which they are issued (the fiscal year is defined as July 1 through June 30).

5.5 Unauthorized Surcharges or Fees: Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by County.

6.0 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.

7.0 INSURANCE/SECURITY REQUIREMENTS

7.1 Evidence of Coverage:

7.1.1 Prior to commencement of an AGREEMENT, CONTRACTOR shall provide a

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

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

7.1.1.1 CONTRACTOR, prior to commencement of this AGREEMENT, shall provide to County, a "Certificate of Insurance" showing the coverages, limits and endorsements set forth below for all CONTRACTOR'S SUBCONTRACTORS certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate.

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

7.1.2.1 CONTRACTOR SHALL PROVIDE TO COUNTY ANNUALLY A CURRENT COPY OF ALL CONTRACTOR'S SUBCONTRACTOR CERTIFICATE OF INSURANCE WITHIN 15 DAYS OF EXPIRATION OF CERTIFICATE.

7.1.2.2 CONTRACTOR SHALL PROVIDE TO COUNTY A CURRENT COPY OF ALL CONTRACTOR'S SUBCONTRACTOR CERTIFICATES OF INSURANCE WITHIN 15 DAYS OF CHANGE.

7.2 Qualifying Insurers:

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

7.3 Insurance Coverage Requirements:

7.3.1 Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of an AGREEMENT a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence, and $2,000,000 in aggregate.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Auto Liability Coverage: must include all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

(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 an 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 while rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, CONTRACTOR shall, upon the expiration or earlier termination of an 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 an AGREEMENT.
(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

7.4 Other Insurance Requirements:

7.4.1 All insurance required by an AGREEMENT shall be with a company acceptable to County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by an 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 an AGREEMENT.

7.4.2 Each liability policy shall provide that County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractor.

7.4.3 Additional Insured Status
The County of Monterey, its officers, officials, employees, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage
For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Waiver of Subrogation
CONTRACTOR hereby grants to County a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the County by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

7.4.4 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.

7.5 Security Requirements

7.5.1 CONTRACTOR shall ensure it holds the insurance and required licenses under both, State and local jurisdictions and they remain current during the full term of the AGREEMENT.

7.5.2 CONTRACTOR is required to ensure that all services, costs, and materials must, at minimum, meet the specifications for State of California, California State Contractors License Board, and CAL/OSHA regulations, as applicable.

7.5.3 CONTRACTOR shall be required to submit appropriate State and Federal level criminal

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

background clearance(s) for all personnel required to work within County facilities that are deemed restricted or high security, including but not limited to, Sheriff facilities and facilities where children, elderly, and dependent adults are present.

7.5.3.1 A California licensed Investigator must perform the required State and Federal level criminal background check(s) which must then be submitted to the County prior to the personnel being allowed to work within such County facilities.

7.5.3.1.1 Some County facilities require, California Law Enforcement Telecommunications System (CLETS) clearance.

7.5.3.2 Criminal background checks will be accepted from CONTRACTOR if: performed within the last five (5) years background check was performed as set forth in this Section 7.0.

7.5.3.3 The required background checks SHALL be completed prior to allowing the personnel to work within any of the Sheriff's facilities.

7.5.3.4 CONTRACTOR is responsible for the cost of the State level criminal background Checks.

8.0 RECORDS AND CONFIDENTIALITY

8.1 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.

8.2 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.

8.3 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 reciept of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

8.4 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

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

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 Revised 01/26/2026 6 of 11 Agreement ID: to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

8.5 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

8.6 Format of Deliverables: For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: https://webstandards.ca.gov/accessibility/.

9.0 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), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

10.0 PERFORMANCE STANDARDS

10.1 Independent Contractor: CONTRACTOR shall be an independent contractor and shall not be an employee of Monterey County, nor immediate family of an employee of County. CONTRACTOR shall be responsible for all insurance (General Liability, Automobile, Workers' Compensation, unemployment, etc.) and all payroll-related taxes. Neither CONTRACTOR nor CONTACTOR's employees shall be entitled to any employee benefits from Monterey County. CONTRACTOR shall control the manner and means of accomplishing the result contracted for herein.

10.2 Minimum Work Performance Percentage: CONTRACTOR shall perform with its own organization contract work amounting to not less than 50 percent of the original total AGREEMENT amount, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

'Specialty Items' so performed may be deducted from the original total AGREEMENT amount before computing the amount of work required to be performed by CONTRACTOR with its own organization or per a consortium.

10.3 Non-Assignment: CONTRACTOR shall not assign this Agreement, or the work required herein without the prior written consent of County.

10.4 Any subcontractor shall comply with all of County of Monterey requirements, including insurance and indemnification requirements as detailed in this AGREEMENT.

11.0 CONFLICT OF INTEREST

CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this AGREEMENT. Without limitation, CONTRACTOR represents to and agrees with COUNTY that CONTRACTOR has no present, and will have no future, conflict of interest between providing COUNTY services hereunder and any other person or entity (including but not limited to any federal or state environmental or regulatory agency) which has any interest adverse or potentially adverse to COUNTY, as determined in the reasonable judgment of the Board of Supervisors of COUNTY.

12.0 COMPLIANCE WITH APPLICABLE LAWS

12.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices require by law in the performance of the Services.

12.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

12.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

13.0 PREVAILING WAGE

Under Labor Code sections 1720 et seq., a contract for Electrician services may be considered a public work. If applicable, CONTRACTOR shall comply with provisions of the Labor Code (sections 1720, et seq.) governing public works, including payment of prevailing wages, payroll records and employment of apprentices. Copies of the determination of the general prevailing rate of per diem wages are available to interested parties at: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm.

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

14.0 BACKGROUND CHECKS

14.1 CONTRACTOR shall be required to submit appropriate State level criminal background clearance(s) for all personnel required to work within County facilities that are deemed restricted or high security, including but not limited to the Monterey County Sheriff's Office, Probation Department, 911 Center, and District Attorney's Office.

14.1.1 A California licensed Investigator must perform the required State level criminal background check(s) which must then be submitted to County prior to the personnel being allowed to work within such County facilities.

14.1.2 CONTRACTOR is responsible for the cost of the State level criminal background check(s).

14.1.3 EXCEPTION: Personnel who are designated to provide services at any of the Sheriff's facilities are required to undergo fingerprinting and background checks through the Sheriff's main office, at no cost to CONTRACTOR.

14.2 The required background checks SHALL be completed prior to allowing the personnel to work within any of the limited access facilities.

15.0 TIME OF ESSENCE

Time is of the essence in respect to all provisions of this AGREEMENT that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this AGREEMENT.

16.0 PERFORMANCE ASSURANCE AND WAIVER OF BREACH

16.1 Assurance of Performance: If at any time County believes CONTRACTOR may not be adequately performing its obligations under this AGREEMENT or that CONTRACTOR may fail to complete the Services as required by this AGREEMENT, County may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this AGREEMENT. If County accepts the plan it shall issue a signed waiver.

16.1.1 Waiver: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this AGREEMENT shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

17.0 RIGHTS AND REMEDIES OF THE COUNTY FOR DEFAULT

In the case of default by CONTRACTOR, County may procure the articles or services from other sources and may recover the loss occasioned thereby from any unpaid balance due to CONTRACTOR or by proceeding against any performance bond of CONTRACTOR, if any, or by suit against CONTRACTOR. The prices paid by County shall be considered the prevailing market price at the time such purchase(s) may be made. Inspections of service or offers for service that do not meet specifications shall be made at the expense of CONTRACTOR.

18.0 WARRANTY BY CONTRACTOR

CONTRACTOR shall fully warrant all materials, equipment, and service against poor and inferior quality or workmanship for a period of not less than one (1) year from date of final acceptance by the COUNTY. CONTRACTOR shall repair or replace any inoperable materials or equipment in a timely manner during warranty period.

19.0 ACCESSIBILITY

CONTRACTOR shall inform himself/herself/itself regarding any peculiarities and limitations of the spaces available for the installation of all work and materials furnished and installed under the AGREEMENT. CONTRACTOR shall exercise due and particular caution to determine that all parts of CONTRACTORs work are made quickly and easily accessible.

20.0 CLEANUP

20.1 Cleanup: During performance and completion of work on this project CONTRACTOR shall remove all unused equipment and instruments of service, all excess or unsuitable material, trash, rubbish and debris, and legally dispose of same. CONTRACTOR shall leave entire area in a neat, clean and acceptable condition as approved by County.

20.2 Waste Removal: Once the collection of waste materials has commenced, CONTRACTOR has exercised control of and taken possession of the waste, and the assumption of risk and liability is solely with CONTRACTOR. County shall not take responsibility for the accidental or purposeful discharge or release of any waste material.

21.0 DAMAGES

CONTRACTOR shall be held responsible for any breakage, loss of County's equipment or supplies through negligence of CONTRACTOR or any employee of the CONTRACTOR while working on County's premises. CONTRACTOR shall be responsible for restoring/replacing any equipment, facilities, etc. so damaged. CONTRACTOR shall immediately report to County any damages to the premises resulting from services performed under this AGREEMENT.

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

22.0 FORCE MAJEURE

22.1 "Force Majeure" means any cause beyond the reasonable control of a party, including but not limited to acts of God, civil or military disruption, fire, strike, flood, riot, war, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.

22.2 If any party hereto is delayed or prevented from fulfilling its obligations under this AGREEMENT by Force Majeure, said party will not be liable under this AGREEMENT for said delay or failure, nor for damages or injuries resulting directly from the inability to perform scheduled work due to Force Majeure.

22.3 CONTRACTOR shall be granted an automatic extension of time commensurate with any delay in performing scheduled work arising from Force Majeure. CONTRACTOR agrees to resume such work within three (3) days after the Force Majeure has subsided enough to do so.

23.0 NOTICES

Notices required to be given to the respective parties under this AGREEMENT shall be deemed given by any of the following means: (1) when personally delivered to County's contract administrator or to CONTRACTOR'S responsible officer; (2) when personally delivered to the party's principle place of business during normal business hours, by leaving notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by FAX machine to the other party, at the party's FAX number specified pursuant to this AGREEMENT, provided that the party giving notice by FAX must promptly confirm receipt of the FAX by telephone to the receiving party's office; or, (4) three (3) days after the notice is deposited in the U. S. mail with first class or better postage fully prepaid, addressed to the party as indicated below.

Notices mailed or faxed to the parties shall be addressed as follows:

TO COUNTY:
County of Monterey Contracts & Procurement Office
1488 Schilling Place Salinas, CA 93901
Tel. No.: (831) 755-4990 Fax No.: (831) 755-4969

TO CONTRACTOR:
Central Valley Business Forms, Inc. DBA Central Valley Business Forms
Gary Amon, President/CEO
7500 W. Sunnyview Ave, Visalia, CA 93291
Tel. No.: (559) 651-3595x128, Fax No. (559)651-3598.
Gary@cvbf.com

24.0 LEGAL DISPUTES

24.1 CONTRACTOR agrees that this AGREEMENT and any dispute arising from the relationship between the parties to this AGREEMENT, shall be governed and interpreted by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

24.2 Any dispute that arises under or relates to this AGREEMENT (whether contract, tort, or both) shall be resolved in the Superior Court of California in Monterey County, California.

24.3 CONTRACTOR shall continue to perform under this AGREEMENT during any dispute.

24.4 The parties agree to waive their separate rights to a trial by jury. This waiver means that the trial will be before a judge.

25.0 HAZARDOUS MATERIALS

HAZARDOUS MATERIALS: Transportation of any hazardous materials to County must be done so in conformance with Superfund Amendments and Reauthorization Act Title 3 as amended. Appropriate documentation must be provided in a Material Safety Data Sheet (MSDS) and other documentation as necessary relating to the traits, characteristics, and pervasive properties of any hazardous materials shipped to the County of Monterey. The shipper understands that County shall not accept any shipment of hazardous materials without complete documentation and safety information as required by law. County shall not take responsibility for the accidental or purposeful discharge or release of any hazardous material. County does not take responsibility for the improper packaging and/or transportation of any hazardous materials ordered by County while in transit or storage prior to service and acceptance by County. (ONLY IF NEEDED)

26.0 PROTECTION OF PUBLIC

CONTRACTOR shall provide adequate warning devices, barricades, guards, flagmen, or other necessary precautions shall be taken by CONTRACTOR to give advice and reasonable protection, safety and warning to persons and vehicular traffic concerned in the area(s) affected by this AGREEMENT.
(ONLY IF NEEDED)

27.0 CONSENT TO USE OF ELECTRONIC SIGNATURES

27.1 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et. seq, California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq*. Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

27.2 **Counterparts**.

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

27.3 **Form: Delivery by E-Mail or Facsimile**.

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

Executed counterparts of this Agreement may be delivered by facsimile transmission by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect if the manually signed counterpart or counterparts had been delivered to the other party in person

28.0 PRICING

PRICING PAGE

RFP 10961 PRINT SHOP AND COPY RELATED SERVICES

COMPANY NAME:

The undersigned CONTRACTOR hereby offers to perform services in strict compliance with the specifications, terms and conditions set forth in this bid invitation.

CONTRACTOR SHALL SUBMIT PRICING FOR THE SAMPLES LISTED BELOW IN ACCORDANCE TO ATTACHEMENT - A. COUNTY SHALL UTILIZE THE SAMPLES BELOW DURING THE SELECTION PROCESSES.

CONTRACTOR SHALL PROVIDE THE COUNTY WITH A COMPLETE PRICE LIST FOR ALL SERVICES RENDERED BY THE CONTRACTOR.

Job # 1 Newsletters

Description	# of Days	Bid Price	Description	# of Days	Bid Price
Standard Lead Time	See Attachment C		Rush Lead Time	2-3 DAYS	+25%

Job #2 County Letter Head

Description	# of Days	Bid Price	Description	# of Days	Bid Price
Standard Lead Time	See Attachment C		Rush Lead Time	4-5 DAYS	+25%

Job #3 Annual Budget Book

Description	# of Days	Bid Price	Description	# of Days	Bid Price
Standard Lead Time	5-7	$2550.00 inc delivery	Rush Lead Time	4-5 DAYS	+25%

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

Job #4 Board of Supervisors Agenda Packet

Description	# of Days	Bid Price	Description	# of Days	Bid Price
Standard Lead Time	3	$435.00 inc delivery	Rush Lead Time	2 DAYS	+25%

Job #5 NCR Forms

Description	# of Days	Bid Price	Description	# of Days	Bid Price
Standard Lead Time	See Attachment		Rush Lead Time	2-3 DAYS	+25%

ATTACHMENT C: PRICING SHEET

Job #1 Newsletter	# of days	Bid Price
12 Page Self Cover	3-5 days	$3275.00
24 Page Self Cover	3-5 days	$4790.00
Price Include delivery		
Job #2 County Letterhead	5-7 days	$1960.00
White Cotton Bond 25% Cotton		
*No Watermark		
Alternate Stock	5-7 days	$1380.00
White 70# offset		
*Price includes delivery		
Job #5 NCR Forms		
2 Part Forms	5-7 days	$375.00
3 Part Forms	5-7 days	$545.00
4 Part Forms	5-7 days	$735.00
*Price Includes Delivery		

--End of Section 28 Pricing--

Prepared by Gonzalo Chitty, Deputy Contracts and Procurement Officer I
*Final_20260130_* Angelica Ruelas, Senior Deputy Contracts and Procurement Officer

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

29.0 SIGNATURE PAGE

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

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer
Date: _____

By:
Department Head (if applicable)
Date: _____

By:
Board of Supervisors (if applicable)
Date: _____

Approved as to Form
Office of the County Counsel-Susan K Blitch, County Counsel.

By: DocuSigned by: Shane Eben Strong 0024504F3830430... (DocuSigned)
County Counsel
Date: 2/26/2026 | 8:11 AM PST

Approved as to Fiscal Provisions

By: DocuSigned by: Andrew Valentine 25834C99491E449... (DocuSigned)
Auditor/Controller
Date: 2/27/2026 | 4:10 PM PST

Approved as to Liability Provisions
Office of the County Counsel-Risk Management

By: _____
David Bolton Risk Manager
Date: _____

CONTRACTOR

CENTRAL VALLEY BUSINESS FORMS, INC. DBA CENTRAL VALLEY BUSINESS FORMS

By: DocuSigned by: Gary Amon 61A85939AEBE41A... (DocuSigned)
(Signature of Chair, President, or Vice-President) *
GARY AMON, PRESIDENT
Date: 2/20/2026 | 1:30 PM PST

By: DocuSigned by: david amon 188CB80DB22A411... (DocuSigned)
Date: 2/20/2026 | 1:43 PM PST

(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasure) *
DAVID AMON, CFO
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 (California Corporations Code, §313). If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member, or 2) two (2) managers (Corporations Code, §17703.01, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership (Corporations Code, §§16301 and 15904.02). If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign.

[1] Approval by the Office of the County Counsel is required.

[2] Approval by Auditor-Controller is required.

[3] Review by Risk Management is necessary only if changes are made in the Indemnification or Insurance paragraphs.

Prepared by Gonzalo Chitty, Deputy Contracts and Procurement Officer I
*Final_20260130_* Angelica Ruelas, Senior Deputy Contracts and Procurement Officer

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

COUNTYWIDE SERVICE AGREEMENT BETWEEN COUNTY OF MONTEREY AND Printworks.Solutions Inc. RFP 10961-COUNTYWIDE PRINT SHOP AND COPY RELATED SERVICES

This AGREEMENT is made and entered into by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County", and Printworks.Solutions Inc**.**, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, County has invited proposals through the Request for Proposals (RFP 10961) to provide on-call Countywide Print Shop and Copy Related Services for the County of Monterey, in accordance with the specifications set forth in this AGREEMENT; and

WHEREAS, CONTRACTOR has submitted a responsive and responsible proposal to perform such services; and

WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.

NOW THEREFORE, County and CONTRACTOR, for the consideration hereinafter named, agree as follows:

1.0 PERFORMANCE OF THE AGREEMENT

1.1 After consideration and evaluation of the CONTRACTOR's proposal, the County hereby engages CONTRACTOR to provide the services set forth in this AGREEMENT on the terms and conditions contained herein**.** The intent of this AGREEMENT is to summarize the contractual obligations of the parties. This AGREEMENT is based on the following supporting documents:

AGREEMENT
DATED, 4/1/2026, including all attachments and exhibits, and
CONTRACTOR's Proposal dated 9/16/26.

1.2 These documents are on file with the Contracts & Procurement Office.

1.3 All of the above-referenced documents are intended to be complementary. Work required by one of the above-referenced documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order: AGREEMENT, CONTRACTOR's Proposal, including all attachments and exhibits.

1.4 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.

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

1.5 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.

1.5.1 CONTRACTOR must maintain all licenses throughout the term of the AGREEMENT.

1.6 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this AGREEMENT, except as otherwise specified in this AGREEMENT. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this AGREEMENT.

2.0 SCOPE OF WORK/SERVICE

2.1 The SCOPE OF WORK includes, but is not limited to the following:

2.2 CONTRACTOR Minimum Work Performance Percentage: CONTRACTOR shall perform with his own organization contract work amounting to not less than 50 percent (50%) of the original total contract price, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT price before computing the amount of work required to be performed by CONTRACTOR with its organization.

2.3 In Compliance with the County's approved Climate-Friendly Purchasing Policy (policy is located online at http://www.co.monterey.ca.us/government/departments-a-h/administrative-office/contracts-purchasing/procurement-related-policies. Contractor shall be required to provide at a minimum the following:

2.3.1 Packaging and shipping materials made from recycled materials, be recyclable, and be Styrofoam-free.

2.4 The Scope of Work shall include but is not limited to the following:

2.4.1 This RFP is intended to cover all labor, tools, equipment, materials, and any supervision necessary to provide complete printing and related services necessary to the County for the period of three (3) years with the option to renew on a year by year basis for a maximum of two (2) additional one year (1-year) periods.

2.4.2 Printing services are defined as those services, which are normally part of an in- house print shop and may include, but not be limited to the following:

- Cutting
- Collating
- Padding
- 3-hole punching
- Double-sided copies
- Folding
- Stapling
- Binding
- Saddle stitching
- Perforating
- Numbering
- Scoring

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

2.4.3 Photocopying, for the purpose of this RFP, is defined as the reproduction of printed materials using a xerographic-type machine to reproduce the image.

Some reproduction work required by the County falls into the photocopying category. Typical reproduction work needed by the County includes single and double-sided forms, flyers, and brochures in various sizes, including but not limited to, letter, legal, and 11" x 17" sizes. Recycled paper is desirable (but not mandatory) as long as the price is competitive, the brightness is 92 or greater, and the overall quality of the printed product is acceptable.

2.4.4 Two types of uncoated cover stock are typically used: AstroBrite 65# and Index 110#. Coated cover stock is not normally required for the jobs quoted on this request for bid.

2.4.5 Binding size definitions are as follows:

- Small = up to 1 inch thick
- Medium= 1 -1.5 inches thick
- Large = greater than 1.5 inches thick

2.4.6 The County has a need for offset type printing. Typical services required may include, but not be limited to:

- Typesetting
- Multiple color runs
- One and two-sided printing
- Cutting
- Folding
- Padding
- Form Numbering
- Graphic Design/Artwork

2.4.7 CONTRACTOR shall furnish all labor, supervision, methods and processes, implements, tools, machinery, equipment, transportation and materials to provide printing services, including, but not limited to:

1. Printing of one (1) to four (4) colors
2. Bindery services, such as collating, folding, stitching, die cutting, perforating, and perfect bind
3. Both half-tones and duo-tones
4. Pick-up and inside delivery
5. Proofs, if required
6. Price quotations prior to start of work
7. Changes up to forty-eight (48) hours prior to delivery

2.4.8 Placement of Orders - Selected CONTRACTOR(s) will be invited to quote on specific jobs throughout the contract term. Orders for specific jobs will be placed by each individual department, based upon quoted price and CONTRACTOR(s) ability and capacity to meet County's requirements.

2.4.9 Delivery- Unless otherwise specified, delivery (s) shall be to each requesting department within the County.

2.4.10 Job Samples – Examples of the type of services commonly required by the County are detailed in Attachment A.

2.4.11 CONTRACTOR's Qualifications - Successful CONTRACTORs will be expected to adequately stock all printing and bindery materials commonly used by the County, and to maintain masters of commonly used County forms, to ensure timely delivery of jobs to be produced on demand.

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

2.4.12 The County reserves the right to visit and inspect the CONTRACTOR's facilities at a mutually agreed upon time to ascertain that the CONTRACTOR has the necessary resources to provide the required services. The County shall be the sole judge in determining if CONTRACTOR is qualified to undertake the project pursuant to the criteria set forth herein.

2.4.13 CONTRACTOR shall have its own physical printing facilities where the services described in the bid specifications will be performed. Production of actual printing jobs shall be completed at the CONTRACTOR's facilities although bindery tasks may be subcontracted. CONTRACTORs shall list subcontractors on Bid Form.

2.4.14 CONTRACTOR shall provide three (3) commercial references for whom CONTRACTOR performed similar services of a similar scope in the past five (5) years. These services must have been provided for a minimum of one (1) year.

2.5 SPECIFICATION AND SERVICE PERFORMANCE STANDARDS:

2.5.1 Services to be provided Monday to Friday, 8AM to 5PM, except County Holidays.

2.5.2 Turnaround time for printing or copying jobs must be twenty-four (24) hours (1 business day) or less for all jobs. Some time-sensitive jobs requiring immediate turn-around. Failure to provide promised delivery times may be cause for termination of the Agreement.

2.5.3 CONTRACTOR should have the ability to receive, edit and enhance print jobs electronically from County in formats such as MS Office and Adobe applications and make minor formatting changes and/or corrections before printing. County may also provide complex booklets or brochures in Illustrator or InDesign.

2.5.4 CONTRACTOR should have the ability to offer pickup and delivery services to end users requiring it for free or for a fixed delivery fee (to be quoted on bid pricing sheets).

2.5.5 All copies produced must be of commercially accepted quality, for example: properly aligned, no fading, smearing, correct contrast and color, and packaged in a manner to protect the documents from damage in transit. CONTRACTOR mistakes or copies of unacceptable quality will be corrected immediately at no cost to the County.

2.5.6 CONTRACTOR will provide individual invoices for each printing job, showing sufficient detail to verify unit costs are in accordance with contract prices. Upon mutual agreement, invoices may be consolidated into monthly departmental billings, and/or paid by County Procurement Credit Card.

2.5.7 In the event CONTRACTOR requires a proof for their job, the proof is to be signed and authorized by the requesting County personnel. The requirement for a proof may be dependent upon size of job and complexity of job to be determined by County personnel. If a proof is required, County personnel will indicate name and department of person responsible for proof.

2.5.8 Successful CONTRACTOR must have (or must obtain) a Certified Business License prior to the commencement of any Agreement.

2.6 COUNTY RESPONSIBILITIES:

2.6.1 County staff will provide all relevant job information on the CONTRACTOR's job ticket forms if applicable, and provide the graphics and text (in hardcopy or electronic format) for their reprographic jobs.

2.6.2 County personnel may e-mail, fax or hand deliver any such forms if applicable, unless the job is being picked up by the CONTRACTOR, in which case the job ticket form if applicable will be included with the relevant materials to picked up.

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

3.0 PRICING AND BILLING

3.1 It is mutually understood and agreed by both parties that the County shall pay CONTRACTOR in accordance with the payment provisions set forth in **Section 28.0 Pricing**, subject to the limitations set forth in this Agreement.

3.1.1 Prices shall remain firm for the term of this Agreement.

3.1.2 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of this Agreement.

3.1.3 Rate changes are not binding unless mutually agreed upon in writing by the County and CONTRACTOR.

3.2 Prior to the start of each project, the County shall provide CONTRACTOR with a defined scope of services to be provided.

3.3 County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement. This Agreement is one of several contracts awarded pursuant RFP # 10961, and all of such contracts are subject to a maximum cumulative expenditure amongst all such contracts of $2,000,000 aggregate (not annual) over the potential five-year terms of all of the contracts.

3.4 Any discount offered by the CONTRACTOR must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later. In no case will a discount be considered that requires payment in less than 30 days.

3.5 CONTRACTOR shall levy no additional fees or surcharges of any kind during the term of this Agreement without first obtaining approval from County in writing.

3.6 Tax:

3.6.1 Pricing as per this AGREEMENT is inclusive of all applicable taxes.

3.6.2 County is registered with the Internal Revenue Service, San Francisco office, and registration number 94-6000524. The County is exempt from Federal Transportation Tax; an exemption certificate is not required where shipping documents show Monterey County as consignee.

3.7 Travel/Mileage

3.7.1 Any travel/mileage must be agreed upon and approved by the County in writing prior to services being performed.

3.7.2 Travel/mileage must adhere to the current rate per mile at the time of service as provide by the US General Services Administration. Rates are listed at: https://www.gsa.gov/travel/plan-book/transportation-airfare-pov-etc/privately-owned-vehicle-pov-mileage-reimbursement-rates

3.7.3 Travel/mileage fees must be listed as a line-item within the corresponding invoice for associated services.

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

3.7.3.1 Travel/mileage fees more than the US GSA rate at the time services are provided will not be processed. CONTRACTOR must correct the invoice containing the incorrect fee to adhere to the current GSA rates at the time of service prior to processing of invoice.

3.8 This is one of several agreements entered into pursuant to RFP #10827 and County shall allocate funds as needed.

4.0 TERM OF AGREEMENT

4.1 The term of the AGREEMENT(s) will be for a period of three (3) years from **April 1, 2026, to March 31, 2029**, with the option to extend the AGREEMENT for one (1) additional two (2) year periods, for a total not to exceed a maximum five-(5) year Agreement, unless sooner terminated pursuant to the terms of this Agreement.

4.1.1 County reserves the option to renew or extend this AGREEMENT.

4.1.2 County is not required to state a reason if it elects not to renew.

4.2 This Agreement is of no force or effect until signed by both CONTRACTOR and County with County singing last, and CONTRACTOR may not commence work before County signs this Agreement.

4.3 If County exercises its option to extend, all applicable parties shall mutually agree upon the extension, including any changes in rate and/or terms and conditions in writing.

4.3.1 CONTRACTOR must commence negotiations for any desired rate changes a minimum of ninety days (90) prior to the expiration of the AGREEMENT.

4.3.2 Both parties shall agree upon rate extension(s) or changes in writing.

4.3.3 CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

4.3.3.1 CONTRACTOR shall maintain all license and security requirements as set forth in Section 7.0.

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

5.0 INVOICES AND PURCHASE ORDERS

5.1 Invoices for all services rendered per this AGREEMENT shall be billed directly to the County department requesting services.

5.2 CONTRACTOR shall reference the RFP number on all invoices submitted to County. CONTRACTOR shall submit such invoices periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. County shall certify the invoice, either in the requested amount or in such other amount as County approves in conformity with this AGREEMENT and shall promptly submit

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

such invoice to County Auditor-Controller for payment. County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

5.3 Invoicing by CONTRACTOR will clearly itemize the following:

5.3.1 The County Department receiving services,
5.3.2 The purchase order number under which the invoice is to be charged,
5.3.3 The services provided,
5.3.4 Dates of services,
5.3.5 An itemization of other reimbursable expenses approved by the County in writing, as applicable.

5.4 All County of Monterey Purchase Orders issued for the AGREEMENT are valid only during the fiscal year in which they are issued (the fiscal year is defined as July 1 through June 30).

5.5 Unauthorized Surcharges or Fees: Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by County.

6.0 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.

7.0 INSURANCE/SECURITY REQUIREMENTS

7.1 Evidence of Coverage:

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

7.1.1.1 CONTRACTOR, prior to commencement of this AGREEMENT, shall provide to County, a "Certificate of Insurance" showing the coverages, limits and endorsements set forth below for all CONTRACTOR'S SUBCONTRACTORS certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate.

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

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

CONTRACTOR.

7.1.2.1 CONTRACTOR SHALL PROVIDE TO COUNTY ANNUALLY A CURRENT COPY OF ALL CONTRACTOR'S SUBCONTRACTOR CERTIFICATE OF INSURANCE WITHIN 15 DAYS OF EXPIRATION OF CERTIFICATE.

7.1.2.2 CONTRACTOR SHALL PROVIDE TO COUNTY A CURRENT COPY OF ALL CONTRACTOR'S SUBCONTRACTOR CERTIFICATES OF INSURANCE WITHIN 15 DAYS OF CHANGE.

7.2 Qualifying Insurers:

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

7.3 Insurance Coverage Requirements:

7.3.1 Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of an AGREEMENT a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence, and $2,000,000 in aggregate.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Auto Liability Coverage: must include all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of an 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 while rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, CONTRACTOR shall, upon the expiration or earlier termination of an AGREEMENT, obtain extended reporting coverage ("tail

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of an AGREEMENT.
(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

7.4 Other Insurance Requirements:

7.4.1 All insurance required by an AGREEMENT shall be with a company acceptable to County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by an 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 an AGREEMENT.

7.4.2 Each liability policy shall provide that County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractor.

7.4.3 Additional Insured Status
The County of Monterey, its officers, officials, employees, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage
For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Waiver of Subrogation
CONTRACTOR hereby grants to County a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the County by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

7.4.4 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.

7.5 Security Requirements

7.5.1 CONTRACTOR shall ensure it holds the insurance and required licenses under both, State and local jurisdictions and they remain current during the full term of the AGREEMENT.

7.5.2 CONTRACTOR is required to ensure that all services, costs, and materials must, at minimum, meet the specifications for State of California, California State Contractors License Board, and CAL/OSHA regulations, as applicable.

7.5.3 CONTRACTOR shall be required to submit appropriate State and Federal level criminal background clearance(s) for all personnel required to work within County facilities that are deemed restricted or high security, including but not limited to, Sheriff facilities and facilities where children, elderly, and dependent adults are present.

7.5.3.1 A California licensed Investigator must perform the required State and Federal level criminal background check(s) which must then be submitted to the County prior to the personnel being allowed to work within such County facilities.

7.5.3.1.1 Some County facilities require, California Law Enforcement Telecommunications System (CLETS) clearance.

7.5.3.2 Criminal background checks will be accepted from CONTRACTOR if: performed within the last five (5) years background check was performed as set forth in this Section 7.0.

7.5.3.3 The required background checks SHALL be completed prior to allowing the personnel to work within any of the Sheriff's facilities.

7.5.3.4 CONTRACTOR is responsible for the cost of the State level criminal background Checks.

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

8.0 RECORDS AND CONFIDENTIALITY

8.1 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.

8.2 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.

8.3 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 reciept of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

8.4 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 Revised 01/26/2026 6 of 11 Agreement ID: to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

8.5 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

8.6 Format of Deliverables: For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: https://webstandards.ca.gov/accessibility/.

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

9.0 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), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

10.0 PERFORMANCE STANDARDS

10.1 Independent Contractor: CONTRACTOR shall be an independent contractor and shall not be an employee of Monterey County, nor immediate family of an employee of County. CONTRACTOR shall be responsible for all insurance (General Liability, Automobile, Workers' Compensation, unemployment, etc.) and all payroll-related taxes. Neither CONTRACTOR nor CONTACTOR's employees shall be entitled to any employee benefits from Monterey County. CONTRACTOR shall control the manner and means of accomplishing the result contracted for herein.

10.2 Minimum Work Performance Percentage: CONTRACTOR shall perform with its own organization contract work amounting to not less than 50 percent of the original total AGREEMENT amount, 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 amount before computing the amount of work required to be performed by CONTRACTOR with its own organization or per a consortium.

10.3 Non-Assignment: CONTRACTOR shall not assign this Agreement, or the work required herein without the prior written consent of County.

10.4 Any subcontractor shall comply with all of County of Monterey requirements, including insurance and indemnification requirements as detailed in this AGREEMENT.

11.0 CONFLICT OF INTEREST

CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this AGREEMENT. Without limitation, CONTRACTOR represents to and agrees with COUNTY that CONTRACTOR has no present, and will have no future, conflict of interest between providing COUNTY services hereunder and any other person or entity (including but not limited to any federal or state environmental or regulatory agency) which has any interest adverse or potentially adverse to COUNTY, as determined in the reasonable judgment of the Board of Supervisors of COUNTY.

12.0 COMPLIANCE WITH APPLICABLE LAWS

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

12.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices require by law in the performance of the Services.

12.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

12.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

13.0 PREVAILING WAGE

Under Labor Code sections 1720 et seq., a contract for Electrician services may be considered a public work. If applicable, CONTRACTOR shall comply with provisions of the Labor Code (sections 1720, et seq.) governing public works, including payment of prevailing wages, payroll records and employment of apprentices. Copies of the determination of the general prevailing rate of per diem wages are available to interested parties at: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm.

14.0 BACKGROUND CHECKS

14.1 CONTRACTOR shall be required to submit appropriate State level criminal background clearance(s) for all personnel required to work within County facilities that are deemed restricted or high security, including but not limited to the Monterey County Sheriff's Office, Probation Department, 911 Center, and District Attorney's Office.

14.1.1 A California licensed Investigator must perform the required State level criminal background check(s) which must then be submitted to County prior to the personnel being allowed to work within such County facilities.

14.1.2 CONTRACTOR is responsible for the cost of the State level criminal background check(s).

14.1.3 EXCEPTION: Personnel who are designated to provide services at any of the Sheriff's facilities are required to undergo fingerprinting and background checks through the Sheriff's main office, at no cost to CONTRACTOR.

14.2 The required background checks SHALL be completed prior to allowing the personnel to work within any of the limited access facilities.

15.0 TIME OF ESSENCE

Time is of the essence in respect to all provisions of this AGREEMENT that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this AGREEMENT.

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

16.0 PERFORMANCE ASSURANCE AND WAIVER OF BREACH

16.1 Assurance of Performance: If at any time County believes CONTRACTOR may not be adequately performing its obligations under this AGREEMENT or that CONTRACTOR may fail to complete the Services as required by this AGREEMENT, County may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this AGREEMENT. If County accepts the plan it shall issue a signed waiver.

16.1.1 Waiver: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this AGREEMENT shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

17.0 RIGHTS AND REMEDIES OF THE COUNTY FOR DEFAULT

In the case of default by CONTRACTOR, County may procure the articles or services from other sources and may recover the loss occasioned thereby from any unpaid balance due to CONTRACTOR or by proceeding against any performance bond of CONTRACTOR, if any, or by suit against CONTRACTOR. The prices paid by County shall be considered the prevailing market price at the time such purchase(s) may be made. Inspections of service or offers for service that do not meet specifications shall be made at the expense of CONTRACTOR.

18.0 WARRANTY BY CONTRACTOR

CONTRACTOR shall fully warrant all materials, equipment, and service against poor and inferior quality or workmanship for a period of not less than one (1) year from date of final acceptance by the COUNTY. CONTRACTOR shall repair or replace any inoperable materials or equipment in a timely manner during warranty period.

19.0 ACCESSIBILITY

CONTRACTOR shall inform himself/herself/itself regarding any peculiarities and limitations of the spaces available for the installation of all work and materials furnished and installed under the AGREEMENT. CONTRACTOR shall exercise due and particular caution to determine that all parts of CONTRACTORs work are made quickly and easily accessible.

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

20.0 CLEANUP

20.1 Cleanup: During performance and completion of work on this project CONTRACTOR shall remove all unused equipment and instruments of service, all excess or unsuitable material, trash, rubbish and debris, and legally dispose of same. CONTRACTOR shall leave entire area in a neat, clean and acceptable condition as approved by County.

20.2 Waste Removal: Once the collection of waste materials has commenced, CONTRACTOR has exercised control of and taken possession of the waste, and the assumption of risk and liability is solely with CONTRACTOR. County shall not take responsibility for the accidental or purposeful discharge or release of any waste material.

21.0 DAMAGES

CONTRACTOR shall be held responsible for any breakage, loss of County's equipment or supplies through negligence of CONTRACTOR or any employee of the CONTRACTOR while working on County's premises. CONTRACTOR shall be responsible for restoring/replacing any equipment, facilities, etc. so damaged. CONTRACTOR shall immediately report to County any damages to the premises resulting from services performed under this AGREEMENT.

22.0 FORCE MAJEURE

22.1 "Force Majeure" means any cause beyond the reasonable control of a party, including but not limited to acts of God, civil or military disruption, fire, strike, flood, riot, war, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.

22.2 If any party hereto is delayed or prevented from fulfilling its obligations under this AGREEMENT by Force Majeure, said party will not be liable under this AGREEMENT for said delay or failure, nor for damages or injuries resulting directly from the inability to perform scheduled work due to Force Majeure.

22.3 CONTRACTOR shall be granted an automatic extension of time commensurate with any delay in performing scheduled work arising from Force Majeure. CONTRACTOR agrees to resume such work within three (3) days after the Force Majeure has subsided enough to do so.

23.0 NOTICES

Notices required to be given to the respective parties under this AGREEMENT shall be deemed given by any of the following means: (1) when personally delivered to County's contract administrator or to CONTRACTOR'S responsible officer; (2) when personally delivered to the party's principle place of business during normal business hours, by leaving notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by FAX machine to the other party, at the party's FAX number specified pursuant to this AGREEMENT, provided that the party giving notice by FAX must promptly confirm receipt of the FAX by telephone to the receiving party's office; or, (4) three (3)

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

days after the notice is deposited in the U. S. mail with first class or better postage fully prepaid, addressed to the party as indicated below.

Notices mailed or faxed to the parties shall be addressed as follows:

TO COUNTY:
County of Monterey Contracts & Procurement Office
1488 Schilling Place Salinas, CA 93901
Tel. No.: (831) 755-4990 Fax No.: (831) 755-4969

TO CONTRACTOR:
Printworks. Solutions Inc.
Denise Cardona
19420 Prestancia Court Salinas, CA 93902
Tel. No.: (831) 588-2199
dcardona@printworks.solutions

24.0 LEGAL DISPUTES

24.1 CONTRACTOR agrees that this AGREEMENT and any dispute arising from the relationship between the parties to this AGREEMENT, shall be governed and interpreted by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.

24.2 Any dispute that arises under or relates to this AGREEMENT (whether contract, tort, or both) shall be resolved in the Superior Court of California in Monterey County, California.

24.3 CONTRACTOR shall continue to perform under this AGREEMENT during any dispute.

24.4 The parties agree to waive their separate rights to a trial by jury. This waiver means that the trial will be before a judge.

25.0 HAZARDOUS MATERIALS

HAZARDOUS MATERIALS: Transportation of any hazardous materials to County must be done so in conformance with Superfund Amendments and Reauthorization Act Title 3 as amended. Appropriate documentation must be provided in a Material Safety Data Sheet (MSDS) and other documentation as necessary relating to the traits, characteristics, and pervasive properties of any hazardous materials shipped to the County of Monterey. The shipper understands that County shall not accept any shipment of hazardous materials without complete documentation and safety information as required by law. County shall not take responsibility for the accidental or purposeful discharge or release of any hazardous material. County does not take responsibility for the improper packaging and/or transportation of any hazardous materials ordered by County while in transit or storage prior to service and acceptance by County. (ONLY IF NEEDED)

26.0 PROTECTION OF PUBLIC

CONTRACTOR shall provide adequate warning devices, barricades, guards, flagmen, or other necessary precautions shall be taken by CONTRACTOR to give advice and reasonable protection, safety and warning to persons and vehicular traffic concerned in the area(s) affected by this AGREEMENT.
(ONLY IF NEEDED)

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

27.0 CONSENT TO USE OF ELECTRONIC SIGNATURES

27.1 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et. seq, California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq*. Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

27.2 **Counterparts**.

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

27.3 **Form: Delivery by E-Mail or Facsimile**.

Executed counterparts of this Agreement may be delivered by facsimile transmission by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect if the manually signed counterpart or counterparts had been delivered to the other party in person

28.0 PRICING

PRICING PAGE
RFP 10961 PRINT SHOP AND COPY RELATED SERVICES

COMPANY NAME:

The undersigned CONTRACTOR hereby offers to perform services in strict compliance with the specifications, terms and conditions set forth in this bid invitation.

CONTRACTOR SHALL SUBMIT PRICING FOR THE SAMPLES LISTED BELOW IN ACCORDANCE TO ATTACHEMENT - A. COUNTY SHALL UTILIZE THE SAMPLES BELOW DURING THE SELECTION PROCESSES.

CONTRACTOR SHALL PROVIDE THE COUNTY WITH A COMPLETE PRICE LIST FOR ALL SERVICES RENDERED BY THE CONTRACTOR.

Job # 1 Newsletters

Description	# of Days	Bid Price	Description	# of Days	Bid Price
Standard Lead Time	5-7	1790	Rush Lead Time		

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

Job #2 County Letter Head

Description	# of Days	Bid Price	Description	# of Days	Bid Price
Standard Lead Time	5-7	1330	Rush Lead Time	3-4	1590

Job #3 Annual Budget Book

Description	# of Days	Bid Price	Description	# of Days	Bid Price
Standard Lead Time	10-12	4280	Rush Lead Time		

Job #4 Board of Supervisors Agenda Packet

Description	# of Days	Bid Price	Description	# of Days	Bid Price
Standard Lead Time	4-5	505	Rush Lead Time		

Job #5 NCR Forms

Description	# of Days	Bid Price	Description	# of Days	Bid Price
Standard Lead Time	4-5	1045	Rush Lead Time	2-3 days	1260

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

DESCRIPTION: job #1 newsletter

ART:	digital files supplied		
BLEEDS:	ok	FINISHING:	fold, collate and stitch/trim
PROOF:	PDF	PACKAGING:	Carton pack
PAGES:	12 pages	SHIP VIA:	
BINDING:	saddlestitch	FOB:	Salinas
		SALES REP:	Denise

DESCRIPTION:	newsletter, 12 pages		
FINISHED SIZE:	8.5x11	DESCRIPTION:	
FLAT SIZE:	17x11	FINISHED SIZE:	
PAPER:	80# gloss text	FLAT SIZE:	
INK::	12 color or 4 CP throughout-same $	PAPER:	
		INK::	

DESCRIPTION:			
FINISHED SIZE:		DESCRIPTION:	
FLAT SIZE:		FINISHED SIZE:	
PAPER:		FLAT SIZE:	
INK::		PAPER:	
		INK::	

price is delivered

QUANTITY:	4500
PRICE:	1790.00
PRICE/UNIT:	

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

DESCRIPTION: job #2 letterhead

ART:	digital files supplied	FINISHING:	trim
BLEEDS:	no	PACKAGING:	carton pack
PROOF:	PDF	SHIP VIA:	
PAGES:		FOB:	Salinas
BINDING:		SALES REP:	Denise

DESCRIPTION:	letterhead		
FINISHED SIZE:	8.5x11	DESCRIPTION:	
FLAT SIZE:		FINISHED SIZE:	
PAPER:	24# neenah bond or comparable	FLAT SIZE:	
INK::	4 CP one sided	PAPER:	
		INK:	

DESCRIPTION:		DESCRIPTION:	
FINISHED SIZE:		FINISHED SIZE:	
FLAT SIZE:		FLAT SIZE:	
PAPER:		PAPER:	
INK::		INK:	

price is delivered

QUANTITY:	20.000
PRICE:	1330.00
PRICE/UNIT:	

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

DESCRIPTION: job #3 annual budget book

ART:	digital files ssupplied	FINISHING:	score cover, collate, bind
BLEEDS:	ok	PACKAGING:	carton pack
PROOF:	PDF	SHIP VIA:	
PAGES:	650 pages + dividers + covers	FOB:	Salinas
BINDING:	perfect bind	SALES REP:	Denise

DESCRIPTION:	cover	DESCRIPTION:	650 interior pages
FINISHED SIZE:	8.5x11	FINISHED SIZE:	8.5x11
FLAT SIZE:	17x11	FLAT SIZE:	
PAPER:	80# gloss cover	PAPER:	50# offset/ 20# bond
INK::	4CP one sided	INK:	black ink throughout

DESCRIPTION:	20 digider pages flush trim	DESCRIPTION:	
FINISHED SIZE:	8.5x11	FINISHED SIZE:	
FLAT SIZE:		FLAT SIZE:	
PAPER:	80# gloss cover	PAPER:	
INK::	4 over 0	INK:	

price is delivered

QUANTITY:	100
PRICE:	4280.00
PRICE/UNIT:	

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

DESCRIPTION: job #4 board of supervisors agenda packet/pages

ART:	digital files supplied	FINISHING:	collate in sets / 3 hole drill
BLEEDS:	ok	PACKAGING:	slip sheet sets and box
PROOF:	PDF	SHIP VIA:	
PAGES:	76 pages / 38 sheets	FOB:	Salinas
BINDING:	no binding	SALES REP:	Denise

DESCRIPTION:	packet pages / loose-drilled	DESCRIPTION:	
FINISHED SIZE:	8.5x11	FINISHED SIZE:	
FLAT SIZE:		FLAT SIZE:	
PAPER:	50# offset / 20# bond	PAPER:	
INK::	4CP throughout	INK:	

DESCRIPTION:		DESCRIPTION:	
FINISHED SIZE:		FINISHED SIZE:	
FLAT SIZE:		FLAT SIZE:	
PAPER:		PAPER:	
INK::		INK:	

price is delivered

QUANTITY:	50
PRICE:	505.00
PRICE/UNIT:	

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

DESCRIPTION: job #4 ncr forms

ART:	digital files supplied
BLEEDS:	ok
PROOF:	PDF
PAGES:	
BINDING:	

FINISHING:	collate and pad with fan apart
PACKAGING:	box
SHIP VIA:	
FOB:	Salinas
SALES REP:	Denise

DESCRIPTION:	ncr form
FINISHED SIZE:	8.5x11
FLAT SIZE:	
PAPER:	2 part ncr
INK::	black over 0

DESCRIPTION:	
FINISHED SIZE:	
FLAT SIZE:	
PAPER:	
INK:	

DESCRIPTION:	
FINISHED SIZE:	
FLAT SIZE:	
PAPER:	
INK::	

DESCRIPTION:	
FINISHED SIZE:	
FLAT SIZE:	
PAPER:	
INK:	

price is delivered

QUANTITY:	2000 sets of 3 pt
PRICE:	1045.00
PRICE/UNIT:	

--End of Section 28 Pricing--

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

Exhibit B-Insurance Modification

County of Monterey Countywide Print Shop and Copy Related Service Agreement

between

County of Monterey

And

Printwork.Solutions Inc.

WORKERS' COMPENSATION INSURANCE:

At the time of execution of this Agreement, Printwork.Solutions Inc.(Contractor) does not have employees and therefore, does not carry a Workers' Compensation Insurance coverage. Should Contractor hire employees during the term of this Agreement, Contractor shall comply with County's insurance requirements pertaining to Workers' Compensation as described in Section 7.3 of 7.3.1 of this agreement.

AUTO LIABILITY INSURANCE COVERAGE:

Amend subparagraph 7.3 of 7.3.1, **"**Insurance Requirements: to strike the third paragraph, "Auto Liability Coverage, "in its entirely as the CONTRACTOR represents that all services are performed remotely.

--End of Exhibit B

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

29.0 SIGNATURE PAGE

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

COUNTY OF MONTEREY

By: _____

Contracts/Purchasing Officer

Date: _____

By:

Department Head (if applicable)

Date: _____

By:

Date: _____

Approved as to Form
Office of the County Counsel-Susan K. Blitch, County Counsel

By: DocuSigned by: Shane Eben Strong 6624564F383643C...

County Counsel

Date: 2/26/2026 | 8:11 AM PST

Approved as to Fiscal Provisions

By: DocuSigned by: Andrew Valentine 25834C99491E449...

Auditor/Controller

Date: 2/27/2026 | 4:10 PM PST

Approved as to Liability Provisions
Office of the County Counsel-Risk Management

By: Signed by: David Bolton, Risk Manager 68FDC263FE6243C...

David Bolton Risk Manager

Date: 2/27/2026 | 5:06 PM PST

CONTRACTOR

PRINTWORKS SOLUTIONS INC.

By: DocuSigned by: Denise Cardona 828411150CF845D...

(Signature of Chair, President, or Vice-President) *

DENISE CARDONA, PRESIDENT

Date: 2/20/2026 | 9:51 AM PST

By: DocuSigned by: Denise Cardona 828411150CF845D...

(Signature of Secretary, Asst. Secretary, FO, Treasurer or Asst. Treasure) *

DENISE CARDONA, CFO

Date 2/20/2026 | 9:52 AM PST

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 (California Corporations Code, §313). If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member, or 2) two (2) managers (Corporations Code, §17703.01, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership (Corporations Code, §§16301 and 15904.02). If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign

[1] Approval by the Office of the County Counsel is required.

[2] Approval by Auditor-Controller is required.

[3] Review by Risk Management is necessary only if changes are made in the Indemnification or Insurance paragraphs.

Prepared by Gonzalo Chitty, Deputy Contracts and Procurement Officer I
*Final_20260130_* Angelica Ruelas, Senior Deputy Contracts and Procurement Officer

Introduced: 3/3/2026

Current Status: General Government - Consent

Version: 1

Matter Type: General Agenda Item

a. Authorize and approve the Director of the Monterey County Free Libraries to accept a grant award of $116,869 from the State Library of California, through the Lunch at the Library program, to provide food and activities to youth, and
b. Authorize Library Director to take all steps necessary to implement the grant, and
c. Authorize the Library Director to execute up to three (3) future amendments that do not significantly change the scope, terms, and conditions or do not exceed 10% (11,686) of the original Agreement amount, and do not increase the total not to exceed amount over $128,555

RECOMMENDATION:

It is recommended that the Board of Supervisors:
a. Authorize and approve the Director of the Monterey County Free Libraries to accept a grant award of $116,869 from the State Library of California, through the Lunch at the Library program, to provide food and activities to youth, and
b. Authorize Library Director to take all steps necessary to implement the grant, and
c. Authorize the Library Director to execute up to three (3) future amendments that do not significantly change the scope, terms, and conditions or do not exceed 10% (11,686) of the original Agreement amount, and do not increase the total not to exceed amount over $128,555

SUMMARY:

Monterey County Free Libraries (MCFL) will accept a grant to offer Lunch at the Library services during summer 2026, partnering with local school districts and food providers to offer free and healthy food to children and families.

DISCUSSION:

The staff of the Monterey County Free Libraries have successfully applied for a grant from the California State Library for $116,869 to in order to continue working with community partners to serve healthy food and offer engaging activities to youth. Grant activities will take place over 2026, primarily in the summer when most children are out of school, with participation at various levels and formats across the branch libraries.

The grant is part of Lunch at the Library, a program of the California State Library, and funded by the State of California. This program enables libraries to partner with schools and other food providers, who can leverage federal school lunch funding, enabling students to continue having access to healthy meals when their school is closed. The food is provided by and prepared by partners, and offered at the libraries. Library staff prepares games, crafts, and other learning opportunities to enable a rich and fun experience. In addition, some library staff will visit other

summer meal sites, bringing library outreach and activities to those sites.

The grant funds direct expenses for the activities, and supplies to properly serve the food such as gloves, tongs, and coolers. The grant funds also support food handling certificates for all staff handling food for this program, mileage for staff picking up the food from partners, and supports some of the extra staffing required to offer this program.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
County Counsel has reviewed as to form.

FINANCING:
Direct supplies for the activities are supported by this grant, along with expenses to handle the food. Some staffing is supported in the grant, and the rest will be absorbed by the Library's operational budget. This grant is anticipated in preparation of the Library budget, and no additional appropriations are required. There is no impact to the General Fund.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
Ongoing opportunities for the community to have free and accessible educational, recreational, and service options.

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

Prepared by: Ava Rivera, Senior Account Clerk, x7559
Approved by: Hillary Theyer, Library Director, x7566

Attachment A:
Lunch at the Library 2026 Grant Award Packet and Forms

Introduced: 3/3/2026
Version: 1

Current Status: Draft
Matter Type: General Agenda Item

a. Authorize and approve the Director of the Monterey County Free Libraries to accept a grant award of $116,869 from the State Library of California, through the Lunch at the Library program, to provide food and activities to youth, and
b. Authorize Library Director to take all steps necessary to implement the grant, and
c. Authorize the Library Director to execute up to three (3) future amendments that do not significantly change the scope, terms, and conditions or do not exceed 10% (11,686) of the original Agreement amount, and do not increase the total not to exceed amount over $128,555

RECOMMENDATION:

It is recommended that the Board of Supervisors:
a. Authorize and approve the Director of the Monterey County Free Libraries to accept a grant award of $116,869 from the State Library of California, through the Lunch at the Library program, to provide food and activities to youth, and
b. Authorize Library Director to take all steps necessary to implement the grant, and
c. Authorize the Library Director to execute up to three (3) future amendments that do not significantly change the scope, terms, and conditions or do not exceed 10% (11,686) of the original Agreement amount, and do not increase the total not to exceed amount over $128,555

SUMMARY:

Monterey County Free Libraries (MCFL) will accept a grant to offer Lunch at the Library services during summer 2026, partnering with local school districts and food providers to offer free and healthy food to children and families.

DISCUSSION:

The staff of the Monterey County Free Libraries have successfully applied for a grant from the California State Library for $116,869 to in order to continue working with community partners to serve healthy food and offer engaging activities to youth. Grant activities will take place over 2026, primarily in the summer when most children are out of school, with participation at various levels and formats across the branch libraries.

The grant is part of Lunch at the Library, a program of the California State Library, and funded by the State of California. This program enables libraries to partner with schools and other food providers, who can leverage federal school lunch funding, enabling students to continue having access to healthy meals when their school is closed. The food is provided by and prepared by partners, and offered at the libraries. Library staff prepares games, crafts, and other learning opportunities to enable a rich and fun experience. In addition, some library staff will visit other summer meal sites, bringing library outreach and activities to those sites.

The grant funds direct expenses for the activities, and supplies to properly serve the food such as gloves, tongs, and coolers. The grant funds also support food handling certificates for all staff handling food for this program, mileage for staff picking up the food from partners, and supports some of the extra staffing required to offer this program.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
County Counsel has reviewed as to form.

FINANCING:
Direct supplies for the activities are supported by this grant, along with expenses to handle the food. Some staffing is supported in the grant, and the rest will be absorbed by the Library's operational budget. This grant is anticipated in preparation of the Library budget, and no additional appropriations are required. There is no impact to the General Fund.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
Ongoing opportunities for the community to have free and accessible educational, recreational, and service options.

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

Prepared by: Ava Rivera, Senior Account Clerk, x7559
Approved by: Hillary Theyer, Library Director, x7566

Attachment A:
Lunch at the Library 2026 Grant Award Packet and Forms

Docusign Envelope ID: 718B6C15-F4DA-40ED-981D-854A76AF09F3

CALIFORNIA STATE LIBRARY

January 27, 2026

Hillary Theyer, Library Director
Monterey County Free Libraries
188 Seaside Circle
Marina, CA 93933

Dear Library Director Hillary Theyer:

We are pleased to approve the grant application for the LATL Summer 2026 project for a total of $116,869 in state grant funds. Monterey County Free Libraries will receive $105,182 of the award upon execution and approval of the grant agreement, certification, and claim forms.

Hard copies of this correspondence will not follow. Keep the entirety of the correspondence for your files and consider these award materials your original documents.

This grant is governed by the attached Grant Agreement and Certification of Compliance, which includes the project period, reporting requirements, and payment schedule. Your approved budget is attached and can also be found in our grant management system. Login to view and manage your grant here: www.gotomygrants.com.

Please sign the claim and certification forms at the back of your award packet using the DocuSign system. Should you have any questions regarding the use of DocuSign please contact your grant monitor.

Upon receipt of a completed claim form that is free of errors or inaccurate information, the State Library processes it for routing to the Office of the State Controller which ultimately issues the check. The total time for the claim form to be processed, routed, payment issued, and mailed can be up to eight weeks, but is often a shorter timeframe. If you still have not received payment after eight weeks, please contact your grant monitor.

The Grant Monitor assigned to your project is Robyn McCreight. Robyn is available to assist you throughout the year and can be reached via email at robyn.mccreight@library.ca.gov. Please stay in touch with your Grant Monitor throughout the award period. Read the enclosed award packet thoroughly and contact your Grant Monitor if you have any questions.

Best wishes for a successful project.

Respectfully yours,

Signed by:
Greg Lucas
BDA50981C41C416...

Greg Lucas
California State Librarian

Library – Courts Building
P.O. Box 942837
Sacramento, CA 94237-0001

916-323-9759
csl-adm@library.ca.gov
www.library.ca.gov

Docusign Envelope ID: 718B6C15-F4DA-40ED-981D-854A76AF09F3

THE BASICS – YOUR GRANT AWARD

The following provides all the basic information about your grant and managing your grant.

Award #:	LATL25-38B
Library/Organization:	Monterey County Free Libraries
Project Title:	LATL Summer 2026
Award Amount:	$116,869
Start Date:	February 1, 2026
End Date:	January 31, 2027

Please understand that it can take from six to eight weeks before grant funds are delivered. If you have not received your payment after eight weeks, please contact your grant monitor.

REPORTING

Lunch at the Library participants are required to provide financial and narrative reports as outlined in the grant terms and conditions (May 30, 2026, August 30, 2026, November 30, 2026, and Outputs Forms and Outcomes Surveys due September 10, 2026); final financial and narrative reports by February 28, 2027; and updates upon request. Reports will be submitted to the grant management system here: www.gotomygrants.com.

PAYMENTS

Please note this clarification regarding payments. Grant payments will be made based on the payment schedule laid out in the Grant Term and Award Documentation. See item 41 in the Terms and Conditions to view the payment schedule for your grant.

CONTACT

We want your project to be successful. Please work with the grant monitor and project consultant in implementing your project:

Grant Monitor:	Robyn McCreight
Monitor Phone Number:	916-603-6716
Monitor Email Address:	Robyn.mccreight@library.ca.gov
Project Consultant	Rachel Tucker
Consultant Email Address	rachel.tucker@library.ca.gov

Cc:
Dawn Vest, vestd@countyofmonterey.gov
Robyn McCreight, Robyn.mccreight@library.ca.gov
Rachel Tucker, rachel.tucker@library.ca.gov
stategrants.fiscal@library.ca.gov

Docusign Envelope ID: 718B6C15-F4DA-40ED-981D-854A76AF09F3

STATE-FUNDED GRANTS

AWARD AGREEMENT AND CERTIFICATE OF COMPLIANCE

Docusign Envelope ID: 718B6C15-F4DA-40ED-981D-854A76AF09F3

TABLE OF CONTENTS

PROJECT SUMMARY 2

PROCEDURES and REQUIREMENTS 3

A. Term of the Agreement 3

B. Scope of Work 3

C. Budget Detail 3

D. Narrative and Financial Reports 4

E. Claim Form and Payment 5

EXHIBIT A: TERMS and CONDITIONS 7

EXHIBIT B: CERTIFICATION of COMPLIANCE FORMS 22

In Process

Docusign Envelope ID: 718B6C15-F4DA-40ED-981D-854A76AF09F3

PROJECT SUMMARY

AWARD AGREEMENT BETWEEN THE STATE LIBRARY and Monterey County Free Libraries for the Lunch at the Library Summer 2026 project.

AWARD AGREEMENT NUMBER LATL25-38B

This Award Agreement ("Agreement") is entered into on February 1, 2026 by and between the California State Library ("State Library") and Monterey County Free Libraries, ("Grantee").

In Process

This Award Agreement pertains to Grantee's State-funded Lunch at the Library Summer 2026 project.

The Library Development Services Bureau ("LDS") of the State Library administers state and federal funds in the form of awards.

The Grantee was selected by the State Library to receive state grant funds in the amount of $116,869 through the process adopted by the State Library in administering such grants.

The State Library and the Grantee, for the consideration and under the conditions hereinafter set forth in the Grant Agreement, agree as follows:

Docusign Envelope ID: 718B6C15-F4DA-40ED-981D-854A76AF09F3

CALIFORNIA STATE LIBRARY

PROCEDURES and REQUIREMENTS

A. Term of the Agreement

The Grant term begins on the date of execution of the Agreement by both parties, until January 31, 2027. If completion of the project occurs prior to the end of the grant period this will be the end date of the term of this agreement. Grant eligible program expenditures may begin no earlier than the start date. The project period ends on January 31, 2027 and all eligible program costs must be incurred by this date.

In Process

B. Scope of Work

1. Grantee agrees to perform all activities specifically identified in the Grantee's application and submitted to the State Library in response to the Lunch at the Library Summer 2026.
2. The following activities and deliverables to be performed by the Grantee include, but are not limited to the following:
    - Maintain and keep records of expenditures related to the grant that are consistent with Generally Acceptable Accounting Practices (GAAP).
    - Make financial records available to the State Library upon request.
    - Work with the State Library staff to assure that funds are disbursed in compliance with the purpose of the grant.
    - Prepare and submit required narrative and financial reports.
    - Procure equipment, and other supplies as needed for the project.
    - Issue contracts for services, personnel, and consultants as needed for the project.
    - If applicable, make payments for services, including for hours worked and travel reimbursements, to consultants and contractors.
    - Oversee the implementation of project activities.

C. Budget Detail

The State Library shall provide the Grantee funding for the expenses incurred in performing the Scope of Work and activities specified in the Grantee's application. The Grantee shall request the distribution of grant funding consistent with its proposal and

Docusign Envelope ID: 718B6C15-F4DA-40ED-981D-854A76AF09F3

the budget worksheet that was included with the application. Under no circumstances shall payments exceed the total grant amount identified in this Agreement.

D. Narrative and Financial Reports

1. The Grantee shall be responsible for submission of interim and final **narrative and financial** reports on the progress and activities of the project, to the California State Library, using the sample report documents provided by the California State Library.

2. All the reports must be current, include all required sections and documents, and must be approved by the Grant Monitor before any payment request can be processed. Failure to comply with the specified reporting requirements may be considered a breach of this Agreement and result in the termination of the Agreement or rejection of the payment request and/or forfeiture by the Grantee of claims for costs incurred that might otherwise have been eligible for grant funding. Any problems or delays must be reported immediately to the Grant Monitor. The financial reports shall reflect the expenditures made by the Grantee under the Agreement and may be incorporated into the same reporting structure as the narrative reports.

3. The reports shall be submitted by the following dates:

Reporting Period	Report	Due Date
February 1, 2026 – April 30, 2026	1st Financial Reporting Period Report and Mid-Project Narrative Report	May 30, 2026
May 1, 2026 – July 31, 2026	2nd Financial Reporting Period Report and Mid-Project Narrative Report	August 30, 2026
Summer 2026	Annual Outputs Form and Outcomes Surveys Due	September 10, 2026
August 1, 2026 – October 31, 2026	3rd Financial Reporting Period Report Due	November 30, 2026
November 1, 2026 – January 31, 2027	Final Financial Reporting Period Report and Final Narrative Report Due	February 28, 2027

4. Failure to submit timely reports with the appropriate documentation by the due date may result in rejection of the payment request and/or forfeiture by the Grantee of claims for costs incurred that might otherwise have been eligible for grant funding.

Docusign Envelope ID: 718B6C15-F4DA-40ED-981D-854A76AF09F3

5. The Grantee agrees to maintain records and supporting documentation pertaining to the performance of this grant, subject to possible audit for a minimum of five (5) years after final payment date or grant term end date, whichever is later. Please refer to Exhibit A, Terms and Conditions for more information.

6. In addition to the foregoing, the Grantee shall submit to the State Library such periodic reports, updates, documents and any information as deem necessary by the State Library to monitor compliance and/or perform program evaluation. Any requested data or information shall be submitted in electronic format on a form specified by the State Library.

E. Claim Form and Payment

1. The California State Library shall provide the Grantee payment as outlined in the payment schedule only if all requirements for claiming the funds as outline in this document have been met, and only for those activities and costs specified in the approved award application.

In Process

2. The Grantee shall complete, sign, and submit Certification of Compliance form (Exhibit B) and the Financial Claim form (included in your award packet), to the California State Library within 14 days of receiving this award packet. These forms will be issued, signed, and submitted using the online signature and agreement platform, DocuSign, unless DocuSign is unallowable or inconsistent with practices and policies of the local jurisdiction. If the use of DocuSign is not acceptable to your organization, please contact your grant monitor regarding alternate options.

3. Any of the sums appearing under the categories in the approved budget may be adjusted with prior authorization from the California State Library Grant Monitor. This would be to increase the allotment with the understanding that there will be corresponding decreases in the other allotments so that the total amount paid by the California State Library to the Grantee under this Agreement shall not exceed the awarded amount, which shall be expended/encumbered during the grant period.

4. If the payment amount made by the California State Library exceeds the actual expenses incurred during the term of this Agreement, as reflected in the financial reports to be filed by the Grantee, the Grantee shall immediately refund the excess payment amount to the California State Library.

5. The Award payments will only be made to the Grantee. It is the Grantee's responsibility to pay all contractors and subcontractors for purchased goods and services.

Docusign Envelope ID: 718B6C15-F4DA-40ED-981D-854A76AF09F3

6. The Final Payment of 10% (if applicable) will be withheld and retained by the California State Library until all conditions agreed upon in this Agreement, including submission and grant monitor approval of the interim and final narrative and financial reports, have been satisfied.

7. **Prompt Payment Clause**
   The California State Library will make payments to the Grantee in accordance with the Prompt Payment Clause under Government Code, section 927, *et. seq*. The Grantee may typically expect payment within 45 days from the date a grant payment request is properly submitted and approved by the Grant Monitor.

8. **Budget Contingency Clause**
   a. It is mutually agreed that if the Budget Act of the current fiscal year or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall no longer be in full force and effect. In this event, the California State Library shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Agreement and the Grantee shall not be obligated to perform any provisions of this Agreement.
   b. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Program, the California State Library shall have the option to either cancel this Agreement with no liability occurring to itself or offer an Agreement amendment to the Grantee to reflect the reduced amount.

In Process

Docusign Envelope ID: 718B6C15-F4DA-40ED-981D-854A76AF09F3

EXHIBIT A: TERMS and CONDITIONS

1. Accessibility: The State is responsible for ensuring that public websites are accessible to both the general public and state employees, including persons with disabilities. Grantee shall assist the State in meeting its responsibility. Therefore, all project materials generated by state funded programs must meet the **California Accessibility Standards.** Additionally all project materials designed, developed, and maintained shall be in compliance with the California Government Code, sections 7405 and 11135, and the current Web Content Accessibility Guidelines, as published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success criteria.

   However, if for some reason project material is not generated to be in compliance to meet these standards, please still submit it to the State Library. When submitting the material make sure to note that the material is not accessible by including "NOT ACCESSIBLE" in the file name.

   The California State Library reserves the right to post project materials to its website that are in compliance with these standards.

2. Acknowledgment: The State of California and the California State Library shall be acknowledged in all promotional materials and publications related to Lunch at the Library Summer 2026.

   a. Grant award recipients must ensure that the State of California receives full credit as the source of funds and that the California State Library, likewise, is acknowledged as the administrator.
   b. Publications and information releases about the project must credit the State of California. An appropriate statement for a publication or project press release is:

      "This [publication/project] was supported in whole or in part by funding provided by the State of California, administered by the California State Library."

   Grantees must include the above statement in any publications, vehicle wraps, and promotional materials, including websites. If space is limited the State Library logo and the following shortened acknowledgement statement is acceptable:

      "Funding provided by the State of California."

Docusign Envelope ID: 718B6C15-F4DA-40ED-981D-854A76AF09F3

c. This credit line on products of a project, such as materials, is important to foster support from the public, and state funding sources.
d. California State Library Logo: Use of the California State Library logo, which can be downloaded on the California State Library website, is required on any publication, vehicle wrap, or promotional material along with the above statement(s).
e. Photo Documentation: Digital photos are a great way to document the happenings of your project. It is recommended that you use a photo release form when taking photos of the public. You may use your library's photo release form, or contact your grant monitor for the State Library's form.

3. Agency: In the performance of this Agreement the Grantee and its agents and employees shall act in an independent capacity and not as officers, employees or agents of the California State Library. The Grantee is solely responsible for all activities supported by the grant. Nothing in this Agreement creates a partnership, agency, joint venture, employment, or any other type of relationship between the parties. The Grantee shall not represent itself as an agent of the California State Library for any purpose, and has no authority to bind the State Library in any manner whatsoever.

4. Amendment: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated into this Agreement is binding on any of the parties. This Agreement may be amended, modified or augmented by mutual consent of the parties, subject to the requirements and restrictions of this paragraph.

5. Applicable law: The laws of the State of California shall govern all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and place where the obligation is incurred is Sacramento County, California.

6. Assignment, Successors, and Assigns: The Grantee may not assign this Agreement or delegate its performance to any third-party person or entity, either in whole or in part, without the California State Library's prior written consent. The provisions of this Agreement shall be binding upon and inure to the benefit of the California State Library, the Grantee, and their respective successors and assigns.

7. Audit and Records Access: The Grantee agrees that the California State Library, the Department of General Services, the State Auditor, or their designated representatives shall have the right to review, audit, inspect and copy any records and supporting documentation pertaining to the performance of this Agreement. The Grantee agrees to maintain such records for possible audit for a minimum of five (5) years after the final payment, or grant term end date, whichever is later, unless a longer period of records retention is stipulated, or until

In Process

Docusign Envelope ID: 718B6C15-F4DA-40ED-981D-854A76AF09F3

completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. The Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.

Examples of audit documentation may include, but not limited to, competitive bids, grant amendments, if any, relating to the budget or work plan, copies of any agreements with contractors or subcontractors if utilized, expenditure ledger, payroll register entries, time sheets, personnel expenditure summary form, travel expense log, paid warrants, contracts and change orders, samples of items and materials developed with grant funds, invoices and/or cancelled checks.

8. Authorized Representative: Grantee and the California State Library mutually represent that their authorized representatives have the requisite legal authority to sign on their organization's behalf.

9. Communication: All communications from either party, including an interim check-in at any time during the grant term, shall be directed to the respective grant manager or representative of the California State Library or Grantee. For this purpose, the following contact information is provided below:

Monterey County Free Libraries
Hillary Theyer
188 Seaside Circle
Marina, CA 93933
831-883-7566
theyerha@countyofmonterey.gov

California State Library
Robyn McCreight
900 N Street
Sacramento, CA 95814
916-603-6716
Robyn.mccreight@library.ca.gov

Docusign Envelope ID: 718B6C15-F4DA-40ED-981D-854A76AF09F3

1. Confidentiality: Grantee will maintain as confidential any material it receives or produces that is marked **Confidential** or is inherently confidential or is protected by privilege. Grantee agrees to alert the State Library to this status in advance, and State Library agrees to maintain this status in conformity with the Public Records Act.

2. Contractor and Subcontractors: Nothing contained in this Grant Agreement or otherwise shall create any contractual relation between the State and any contractor or subcontractors, and no contract or subcontract shall relieve the Grantee of his or her responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the State for the acts and omissions of its contractors, subcontractors, volunteers, student interns and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its contractors and subcontractors is an independent obligation from the State's obligation to make payments to the Grantee. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any contractor or subcontractor.

3. Copyright: Grantee owns and retains titles to any copyrights or copyrightable material from any original works that it creates within the scope of this Agreement in accordance with the federal Copyright Act. (17 U.S.C. 101, *et seq.*) Grantee is responsible for obtaining any necessary licenses, permissions, releases or authorizations to use text, images, or other materials owned, copyrighted, or trademarked by third parties and for extending such licenses, permissions, releases, or authorizations to the California State Library pursuant to this section. Also, the California State Library may upload, post or transmit copyrighted material produced or purchased with grant funds on a California State Library website for public access and viewing.

4. Discharge of Grant Obligations: The Grantee's obligations under this Agreement shall be deemed discharged only upon acceptance of the final report by California State Library. If the Grantee is a non-profit entity, the Grantee's Board of Directors shall accept and certify as accurate the final report prior to its submission to California State Library.

5. Dispute Resolution: In the event of a dispute, Grantee will discuss the problem informally with the Grant Monitor. If unresolved, the Grantee shall file a written "Notice of Dispute" with the State Library Grant Monitor within ten (10) days of discovery of the problem. Within ten (10) days of receipt, the Grant Monitor shall meet with the Grantee for purposes of resolving the dispute. Any dispute arising under the terms of this Agreement which is not disposed of within a reasonable period of time, the Grantee may bring it to the attention of the State Librarian or the designated representative. The decision of the State Librarian or designated representative shall be final.

Docusign Envelope ID: 718B6C15-F4DA-40ED-981D-854A76AF09F3

Unless otherwise instructed by the Grant Monitor, the Grantee shall continue with its responsibilities under this Agreement during any dispute.

6. Drug-free Workplace: The Grantee certifies under penalty of perjury under the laws of California, that the Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 *et. seq*.) and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
   b. Establish a Drug-Free Awareness Program to inform employees about all of the following:

      1) The dangers of drug abuse in the workplace.
      2) The Grantee's policy of maintaining a drug-free workplace;
      3) Any available counseling, rehabilitation and employee assistance programs.
      4) Penalties that may be imposed upon employees for drug abuse violations.

   c. Require that every employee who works on the Agreement will:

      1) Receive a copy of the Grantee's drug-free workplace policy statement.
      2) Agrees to abide by the terms of the Grantee's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and grantee may be ineligible for award of any future state agreements if the California State Library determines that the grantee has made a false certification or violated the certification by failing to carry out the requirements as noted above.

7. Effectiveness of Agreement: This Agreement is of no force or effect until signed by both parties.

8. Entire Agreement: This Agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and, together with all attachments hereto, contains the entire agreement of the parties.

9. Exclusive Agreement: This is the entire Agreement between the California State Library and Grantee.

10. Executive Order N-6-22-Russia Sanctions: The Grantee shall comply with Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate grant agreements with, and to refrain from entering any new grant agreements with, individuals or entities that are

Docusign Envelope ID: 718B6C15-F4DA-40ED-981D-854A76AF09F3

determined to be a target of Economic Sanctions. Accordingly, should the State determine Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Grantee advance written notice of such termination, allowing Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

11. Extension: The State Librarian or designee may extend the final deadline for good cause. The Grantee's request for an extension of the grant period must be made in writing and received by the California State Library at least 30 days prior to the final deadline.

12. Failure to Perform: The grant being utilized by the Grantee is to benefit the Lunch at the Library Summer 2026. If the Grant Monitor determines the Grantee has not complied with this Agreement, the Grantee may forfeit the right to reimbursement of any grant funds not already paid by the California State Library, including, but not limited to, the ten percent (10%) withhold.

13. Federal and State Taxes: The State Library shall not:

    a. Withhold Federal Insurance Contributions Act (FICA) payments from Grantee's payments or make FICA payments on the Grantee's behalf; or
    b. Make Federal or State unemployment insurance contributions on Grantee's behalf; or
    c. Withhold Federal or State income taxes from Grantee's payments

    Grantee shall pay all taxes required on payments made under this Agreement including applicable income taxes and FICA.

14. Force Majeure: Neither the California State Library nor the Grantee, its contractors, vendors, or subcontractors, if any, shall be responsible hereunder for any delay, default, or nonperformance of this Agreement, to the extent that such delay, default, or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, flood, or other contingencies unforeseen by the California State Library or the Grantee, its contractors, vendors, or subcontractors, and beyond the reasonable control of such party.

15. Forfeit of Grant Funds and Repayment of Funds Improperly Expended: If grant funds are not expended, or have not been expended, in accordance with this Agreement, the State Librarian or designee, at his or her sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring the Grantee to forfeit the unexpended portion of the grant funds, including, but not limited to, the ten percent (10%) withhold, and/or to repay to the California State Library any funds improperly expended.

Docusign Envelope ID: 718B6C15-F4DA-40ED-981D-854A76AF09F3

16. Fringe Benefit Ineligibility: Grantee agrees that neither the Grantee nor its employees and contract personnel are eligible to participate in any employee pension, health benefit, vacation pay, sick pay or other fringe benefit plan of the State of California or the State Library.

17. Generally Accepted Accounting Principles: The Grantee is required to use Generally Accepted Accounting Principles in documenting all grant expenditures.

18. Grant Monitor: The Grant Monitor's responsibilities include monitoring grant progress, and reviewing and approving Grant Payment Requests and other documents delivered to the California State Library pursuant to this Agreement. The Grant Monitor may monitor Grantee performance to ensure Grantee expends grant funds appropriately and in a manner consistent with the terms and conditions contained herein. The Grant Monitor does not have the authority to approve any deviation from or revision to the Terms and Conditions (Exhibit A) or the Procedures and Requirements unless such authority is expressly stated in the Procedures and Requirements.

19. Grantee: the government or legal entity to which a grant is awarded and which is accountable to the California State Library for the use of the funds provided.

    a. The grantee will make reports to the State Librarian in such form and containing such information as may be required to ensure the proper used of funds consistent with the grantee's application and award agreement. The grantee will keep such records and afford such access as the California State Library may find necessary to assure the correctness and verification of such reports.

20. Grantee Accountability: The Grantee is ultimately responsible and accountable for the manner in which the grant funds are utilized and accounted for and the way the grant is administered, even if the Grantee has contracted with another organization, public or private, to administer or operate its grant program. In the event an audit should determine that grant funds are owed to the California State Library, the Grantee is responsible for repayment of the funds to the California State Library.

21. Grantee Funds: It is mutually agreed that the Grantee is responsible for furnishing funds beyond the grant award that may be necessary to complete the project.

22. Independent Action: Grantee reserves the right to fulfill its obligations under this Agreement in an independent manner, at any location and at any time within the agreed-upon timeline. Grantee's employees or contract personnel shall perform all services required by this Agreement, but their time need not be devoted solely to fulfilling obligations under this Agreement. Grantee shall furnish all equipment and materials used to meet its obligations, and complete the Project. The State Library shall not provide

Docusign Envelope ID: 718B6C15-F4DA-40ED-981D-854A76AF09F3

any personnel or other resources beyond the grant award, and is not required to provide training in connection with this Agreement.

23. Indemnification: Grantee agrees to indemnify, defend and save harmless the State of California, the California State Library and its officers, employees, and agents, from any and all claims, losses, and liabilities accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of this Agreement.

24. License to Use: The California State Library reserves a fully paid-up, royalty-free, nonexclusive, sub-licensable and irrevocable license to reproduce, publish, prepare derivative works, distribute or otherwise use, and to authorize third parties to use, any material received or maintained by Grantee in connection with this Agreement. This includes intellectual property, with or without third-party rights. All such usages will be for public library and State governmental purposes:

    a. The copyright in any work developed under this grant, sub-grant, or contract under this grant or sub-grant; and
    b. Any rights of copyright to which a Grantee, sub-grantee, or a contractor purchases ownership with grant support.

25. Limitation of Expenditure: Expenditure for all projects must conform to the grantee's approved budget and with applicable State laws and regulations. The total amount paid by the California State Library to the Grantee under this agreement shall not exceed $116,869 and shall be expended/encumbered in the designated award period.

    During the award period, the grantee may find that the awarded budget may need to be modified. Budget changes, requests for additional funds, or requests for reductions in award funding must be discussed with the assigned State Library Grant Monitor and a Grant Award Modification may be required to be submitted according to the instructions. Approval is by the State Librarian or their designee. Adjustments should be reported on the next financial report. Any adjustments in approved budgets must be documented and documentation retained in project accounts.

26. Lobbying: Grantee confirms that the grant funds will not be used for the purposes of lobbying or otherwise attempting to influence legislation, as those purposes are defined by the U.S. Internal Revenue Code of 1986.

27. Non-Discrimination Clause: During this grant period, the Grantee and the Grantee's contractors, and subcontractors shall not unlawfully discriminate,

In Process

Docusign Envelope ID: 718B6C15-F4DA-40ED-981D-854A76AF09F3

harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, age, sexual orientation, or military and veteran status. Grantee shall insure that the evaluation and treatment of contractors, employees and applicants for employment are free from such discrimination and harassment.

Additionally, Grantee, contractors, and subcontractors, if applicable, shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 *et seq*.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 *et seq*.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§ 11135-11139.5), and the regulations or standards adopted by the California State Library to implement such article.

In Process

Grantee shall permit access by representatives of the Department of Civil Rights and the California State Library upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or the California State Library shall require ascertaining compliance with this clause. Grantee, and its contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.) Grantee shall include the non-discrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under the Agreement.

28. Notices: All notices and other communications in connection with this Agreement shall be in writing, and shall be considered delivered as follows:

    a. **Electronic Mail (E-mail):** When sent by e-mail to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
    b. **DocuSign (e-signature platform)**: When sent via DocuSign a notification will be sent to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
    c. **Grants Management System**: When sent via / uploaded to the California State Library's Grants Management System a notification will be sent to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
    d. **Personally:** When delivered personally to the recipient's physical address as stated in this Agreement.

Docusign Envelope ID: 718B6C15-F4DA-40ED-981D-854A76AF09F3

e. **U.S. Mail:** Five days after being deposited in the U.S. Mail, postage prepaid, and addressed to recipient's address as stated in this Agreement.

29. Order of Precedence: The performance of this Agreement shall be conducted in accordance with the Terms and Conditions, Procedures and Requirements, Certificate of Compliance, Project Summary, Activities Timeline, and Budget, of this Agreement, or other combination of exhibits specified on the Grant Agreement Coversheet attached hereto (collectively referred to as "Terms"). Grantee's California State Library-approved Application (Grantee's Application) is hereby incorporated herein by this reference. In the event of conflict or inconsistency between the articles, exhibits, attachments, specifications or provisions that constitute this Agreement, the following order of precedence shall apply:

In Process

a. Grant Agreement Coversheet and any Amendments thereto
b. Terms and Conditions
c. Procedures and Requirements
d. Certificate of Compliance
e. Project Summary
f. Grantee's Application (including Budget and Activities Timeline)
g. All other attachments hereto, including any that are incorporated by reference.

30. Payment:

a. The approved Budget, if applicable, is attached hereto and incorporated herein by this reference and states the maximum amount of allowable costs for each of the tasks identified in the Project Summary and Activity Timeline included in the project application. California State Library shall provide funding to the Grantee for only the work and tasks specified in the Grantee's Application at only those costs specified in the Budget and incurred in the term of the Agreement.
b. The Grantee shall carry out the work described in the Work Plan or in the Grantee's Application in accordance with the approved Budget and shall obtain the Grant Monitor's written approval of any changes or modifications to the Work Plan, approved project as described in the Grantee's Application, or the approved Budget prior to performing the changed work or incurring the changed cost. If the Grantee fails to obtain such prior written approval, the State Librarian or designee, at his or her sole discretion, may refuse to provide funds to pay for such work or costs.
c. The Grantee shall request funds in accordance with the funding schedule included in this agreement.

Docusign Envelope ID: 718B6C15-F4DA-40ED-981D-854A76AF09F3

d. Ten percent (10%) will be withheld from the Payment Request (if applicable) and paid at the end of the grant term, when all reports and conditions stipulated in this Agreement have been satisfactorily completed. Failure by the grantee to satisfactorily complete all reports and conditions stipulated in this Agreement may result in forfeiture of any such funds withheld.
e. Lodgings, Meals and Incidentals: Grantee's eligible costs are limited to the amounts authorized in the California State Administrative Manual (contact the Grant Monitor for more information).
f. Payment will be made only to the Grantee.
g. Reimbursable expenses shall not be incurred unless and until the grantee receives a Notice to Proceed as described in the Procedures and Requirements.

31. Personal Jurisdiction: The Grantee consents to personal jurisdiction in the State of California for all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties. Native American Tribal grantees expressly waive tribal sovereign immunity as a defense to any and all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties.

32. Personnel Costs: Any personnel expenditures to be paid for with grant funds must be computed based on actual time spent on grant-related activities and on the actual salary or equivalent hourly wage the employee is paid for their regular job duties, including a proportionate share of any benefits to which the employee is entitled.

33. Pledge: This Agreement shall not be interpreted to create any pledge or any commitment by the State Library to make any other or further grants or contributions to Grantee, or any other person or entity in connection with the Project. It is mutually agreed that Grantee is responsible for furnishing funds beyond the grant award that may be necessary to complete outcomes or deliverables.

34. Privacy Protection: Both parties agree to protect the confidentiality of any non-public, personal information that may be contained in materials received or produced in connection with this Agreement, as required by Civil Code, section 1798, *et. seq*.

35. Prohibited Use: The expenditure under this program shall not be used to supplant Grantee efforts in other grant programs provided by the California State Library.

36. Public Records Act: Material maintained or used by the California State Library is considered "public record" under the Public Records Act (PRA) at

Docusign Envelope ID: 718B6C15-F4DA-40ED-981D-854A76AF09F3

Government Code, sections 6250, *et. seq*. This includes the Interim and Final reports, and any other written communications between the parties. Grantee agrees to ensure that all content contained in its written reports are appropriate for publication. Said material, along with all other reports, documentation and data collected during the term of the Agreement, will be subject to disclosure unless it qualifies for exemption under the PRA in whole or in part. Grantee agrees to alert the State Library as to a basis for exemption, if any exists.

37. Publicity Obligations: Grantee will notify the State Library of any promotional materials or publications resulting from the grant no later than five (5) days in advance of distribution, whether they are print, film, electronic, or in any other format or medium. Copies of all promotional materials will be provided to the State Library. Grantee will acknowledge the State Library's support as noted above. Grantee agrees that the State Library may include information about this grant and its outcomes in its own annual reports, with specific reference to Grantee, and may distribute such information to third parties.

38. Records: Communications, grant related documents, data, original receipts, and invoices must be maintained by Grantee and shall be made available to the State Library upon request. Grantee agrees to maintain adequate grant program records and adequate financial records consistent with generally accepted accounting practices, and to retain all records for at least five (5) years after the end-of-term. The State Library may monitor or conduct an onsite evaluation of Grantee's operation to ensure compliance with this Agreement, with reasonable advance notice.

39. Reduction of Waste: In the performance of this Agreement, Grantee shall take all reasonable steps to ensure that materials purchased or utilized in the course of the project are not wasted. Steps should include, but not be limited to: the use of used, reusable, or recyclable products; discretion in the amount of materials used; alternatives to disposal of materials consumed; and the practice of other waste reduction measures where feasible and appropriate.

40. Reimbursement Limitations: Under no circumstances shall the Grantee seek reimbursement pursuant to this Agreement for a cost or activity that has been or will be paid for through another funding source. The Grantee shall not seek reimbursement for any costs used to meet cost sharing or matching requirements of any other California State Library funded program.

41. Reports and Claims: It is the responsibility of the grantee make the required reports and claims to the California State Library.

Docusign Envelope ID: 718B6C15-F4DA-40ED-981D-854A76AF09F3

a. The grantee shall be responsible for submitting to the State Library Narrative Reports detailing progress and activities. The reports are due on the dates specified in the reporting schedule detailed in the Procedures and Requirements section.
b. The grantee shall be responsible for submitting to the State Library Financial Reports reflecting grantee expenditure activity. The reports are due on the dates specified in the reporting schedule detailed in the Procedures and Requirements section.
c. To obtain payment hereunder the grantee shall submit authorized claims provided by the State Library for that purpose, on each of the following mentioned dates for payment, and the California State Library agrees to reimburse the Library as soon thereafter as State fiscal procedures will permit.
d. The final 10% of the grant award (if applicable) is payable only upon approval of all final reports and receipt of claim form. Failure to provide timely reports is a serious breach of an award recipient's administrative duty under the award.
e. Payment will be provided to cover the expenditures incurred by the grantee for the project in the following manner:
    - $105,182 upon execution of the agreement and submission of claim by the grantee organization.
    - If applicable, final payment will be made upon approval of all final reports and receipt of claim form in the amount of $11,687

42. Self-Dealing and Arm's Length Transactions: All expenditures for which reimbursement pursuant to this Agreement is sought shall be the result of arm's-length transactions and not the result of, or motivated by, self-dealing on the part of the Grantee or any employee or agent of the Grantee. For purposes of this provision, "arm's-length transactions" are those in which both parties are on equal footing and fair market forces are at play, such as when multiple vendors are invited to compete for an entity's business and the entity chooses the lowest of the resulting bids. "Self-dealing" is involved where an individual or entity is obligated to act as a trustee or fiduciary, as when handling public funds, and chooses to act in a manner that will benefit the individual or entity, directly or indirectly, to the detriment of, and in conflict with, the public purpose for which all grant monies are to be expended.

43. Severability: If any part of this Agreement is found to be unlawful or unenforceable, such provisions will be voided and severed from this Agreement, but the remainder of the provisions in the Agreement will remain in full force and effect.

44. Site Visits: The Grantee shall allow the California State Library to access and conduct site visits, with reasonable notice, at which grant funds are

Docusign Envelope ID: 718B6C15-F4DA-40ED-981D-854A76AF09F3

expended and related work being performed at any time during the performance of the work and for up to ninety (90) days after completion of the work, or until all issues related to the grant project have been resolved. A site visit may include, but not be limited to, monitoring the use of grant funds, provide technical assistance when needed, and to visit the State funded project.

45. Termination: The Agreement shall be subject to termination by the State Librarian or designee upon notice to the Subrecipient at least thirty (30) days prior to the effective date of termination. In the event this agreement is terminated, the Subrecipient shall deliver to the State Librarian copies of all reports, accounting, data, and materials prepared up to the date of termination. The State Librarian shall determine, and pay the Subrecipient for necessary and appropriate expenditures and obligations up to the date of termination which have not been covered by prior installments previously paid to the Subrecipient.
    a. Upon such termination, the unused portion of the grant award must be returned to the California State Library within 45 days. If funding has been advanced to the Subrecipient, any unobligated balances, as determined by the State Librarian, shall be returned to the State Library within 45 days of the notice of termination.
    b. However, if the California Governor, Legislature, or any other controlling authority takes action to include, but not limited to, rescinding, cancelling, withdrawing or taking away a grant program, award, money, or any other form of compensation for a grant, through legislation, executive order, directive or any other type of authority then sub-section (a) above is void. Section (b) would control and take precedence over sub-section (a) making the 30 day and 45 day clauses above void. The grantee would be required to immediately return any money, award, or any other type of compensation to the State Library.

46. Timeline: Time is of the essence to this Agreement. It is mutually agreed between the parties that the grant application and the timeline included therein are part of the Agreement.

47. Unused Funds: At the end-of-term Grantee agrees to return any unexpended or unaccounted for funds to the State Library, or to submit a written request for an extension of the grant period. Funds will be considered unexpended or unaccounted if they were: (1) not used for their intended purpose, or (2) used inconsistent with the terms of this Agreement.

    Funds will also be considered unaccounted for, and must be returned, if the proposal outcomes or deliverables are materially incomplete by the end-of-

Docusign Envelope ID: 718B6C15-F4DA-40ED-981D-854A76AF09F3

term or earlier termination, as determined by the State Library in its sole discretion.

48. Waiver of Rights: California State Library shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by California State Library. No delay or omission on the part of California State Library in exercising any rights shall operate as a waiver of such right or any other right. A waiver by California State Library of a provision of this Agreement shall not prejudice or constitute a waiver of California State Library's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by California State Library, nor any course of dealing between California State Library and Grantee, shall constitute a waiver of any of California State Library's rights or of any of grantee's obligations as to any future transactions. Whenever the consent of California State Library is required under this Agreement, the granting of such consent by California State Library in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of California State Library.

In Process

49. Work Products: Grantee shall provide California State Library with copies of all final products identified in the Work Plan and Application. Grantee shall also provide the State Library with copies of all public education and advertising material produced pursuant to this Agreement.

50. Worker's Compensation: The State of California will not provide Workers' Compensation insurance for Grantee or Grantee's employees or contract personnel. If Grantee hires employees to perform services required by this Agreement, Grantee shall provide Workers' Compensation insurance for them. The Grantee is aware of Labor Code Section 3700, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Labor Code, and the Grantee agrees to comply with such provisions before commencing the performance of the work of this Agreement.

Docusign Envelope ID: 718B6C15-F4DA-40ED-981D-854A76AF09F3

EXHIBIT B: CERTIFICATION of COMPLIANCE FORM

1. **AUTHORIZED REPRESENTATIVE:** I certify that the authorized representative named below is the legally designated representative of the Grantee for this Grant Agreement and project and is authorized to receive and expend funds in order to administer this grant program.
2. I certify that all information provided to the California State Library for review in association with this award is correct and complete to the best of my knowledge, and as the authorized representative of the Grantee, I commit to the conditions of this award, and I have the legal authority to do so.
3. I certify that any or all other participants or contractors in the grant program have agreed to the terms of the application/grant award and have entered into an agreement(s) concerning the final disposition of equipment, facilities, and materials purchased for this program from the funds awarded for the activities and services described in the attached, as approved and/or as amended in the application by the California State Librarian.
4. The authorized representative, on behalf of the Grantee, certifies that the Grantee will comply with all applicable requirements of State and Federal laws, regulations, and policies governing this program, to include the requirements listed below in this Certification of Compliance Form.
5. The authorized representative, on behalf of the Grantee, hereby certifies to the California State Library, for an award of funds in the amount $116,869 This award will provide library services as set forth in the Project Application as approved and/or as amended by the California State Librarian.
6. **STATEMENT OF COMPLIANCE:** Grantee has, unless exempted, complied with the non-discrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102).
7. **DRUG-FREE WORKPLACE REQUIREMENTS:** Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
   b. Establish a Drug-Free Awareness Program to inform employees about:
      1) the dangers of drug abuse in the workplace;

Docusign Envelope ID: 718B6C15-F4DA-40ED-981D-854A76AF09F3

2) the person's or organization's policy of maintaining a drug-free workplace;
3) any available counseling, rehabilitation and employee assistance programs; and,
4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,
2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Grantee may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Grantee has made false certification or violated the certification by failing to carry out the requirements as noted above. (Gov. Code § 8350 *et. seq*.)

8. <u>CONFLICT OF INTEREST:</u> Grantee needs to be aware of the following provisions regarding current or former state employees. If Grantee has any questions on the status of any person rendering services or involved with the Agreement, the California State Library must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code § 10410):

a. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
b. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code § 10411):

a. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
b. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

Docusign Envelope ID: 718B6C15-F4DA-40ED-981D-854A76AF09F3

If Grantee violates any provisions of above paragraphs, such action by Grantee shall render this Agreement void. (Pub. Contract Code § 10420).

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code § 10430 (e)).

9. **LABOR CODE/WORKERS' COMPENSATION:** Grantee needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code § 3700).

10. **AMERICANS WITH DISABILITIES ACT:** Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 *et. seq*.)

11. **RESOLUTION:** For awards totaling $350,000 or more, a county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

12. **PAYEE DATA RECORD FORM STD. 204:** This form must be completed by all Grantees that are not another state agency or other governmental entity.

13. **DRUG FREE WORKPLACE:**
    a. Continue to provide a drug-free workplace by complying with the requirements in 2 C.F.R. part 3186 (Requirements for Drug-Free Workplace (Financial Assistance)). In particular, the recipient must comply with drug- free workplace requirements in subpart B of 2 C.F.R. part 3186, which adopts the Government-wide implementation (2 C.F.R. part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (P. L. 100-690, Title V, Subtitle D; 41 U.S.C. §§ 701-707).
    b. This includes but is not limited to: making a good faith effort, on a continuing basis, to maintain a drug-free workplace; publishing a drug-free workplace statement; establishing a drug-free awareness program for the employees; taking actions concerning employees who are convicted of violating drug statutes in the workplace.

14. **ACCESSIBILITY:** The organization receiving this award, as listed in the certification section below, and all program staff, will ensure all project materials will meet California accessibility standards.

15. **NON-DISCRIMINATION:** The organization receiving this award, as listed in the certification section below, and all program staff, agree to comply with all California non-discrimination laws.

Docusign Envelope ID: 718B6C15-F4DA-40ED-981D-854A76AF09F3

16. **ACKNOWLEDGEMENT:** The organization receiving this award, as listed in the certification section below, and all program staff, agree to comply with California State Library acknowledgement requirements.

In Process

Docusign Envelope ID: 718B6C15-F4DA-40ED-981D-854A76AF09F3

Certification

ORGANIZATION	
Name:	**Address** *(official and complete)*:
PROJECT COORDINATOR	
Name:	
Email:	**Phone**:
GRANTTEE AUTHORIZED REPRESENTATIVE	
Name: Hillary Theyer	**Title**: Library Director
Email: TheyerHA@co.monterey.ca.us	**Phone**:
Signature:	**Date**:

In Process

Docusign Envelope ID: 718B6C15-F4DA-40ED-981D-854A76AF09F3

Authorized Representative Signature

ORGANIZATION	
Name:	**Address** *(official and complete)*:
AUTHORIZED REPRESENTATIVE	
Signature:	**Date:**
Printed Name of Person Signing: Hillary Theyer	**Title**: Library Director
STATE OF CALIFORNIA	
Agency Name: California State Library	**Address**: 900 N Street, Sacramento, CA 95814
Signature: Signed by: Greg Lucas BDA50981C41C416...	**Date**: 2/4/2026
Printed Name of Person Signing: Greg Lucas	**Title**: California State Librarian

In Process

Docusign Envelope ID: 718B6C15-F4DA-40ED-981D-854A76AF09F3

CALIFORNIA STATE LIBRARY

April 25, 2022

RE: Contractor and Grantee Compliance with Economic Sanctions Imposed in Response to Russia's Actions in Ukraine

Dear Grantee,

You are receiving this notification because you currently have an active grant through the California State Library.

In Process

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf.

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). Failure to comply may result in the termination of contracts or grants, as applicable.

Please note that for any agreements or grants valued at $5 million or more, a separate notification will be sent outlining additional requirements specified under the EO.

Annly Roman
California State Library
900 N Street
Sacramento, CA 95814

Docusign Envelope ID: 718B6C15-F4DA-40ED-981D-854A76AF09F3

Monterey County Free Libraries LATL Summer 2026 – Budget

Budget View Settings

Options

☐ Line Items ☐ Non-Grant Funded

Proposed Budget

Expense Budget

In Process

Category	Grant Funded	Total Budgeted
A. Salaries, Wages, and Benefits	$26,609.00	$26,609.00
C. Travel	$1,800.00	$1,800.00
D. Supplies and Materials	$86,660.00	$86,660.00
F. Services	$1,800.00	$1,800.00
Total Expense Budget Cost	**$116,869.00**	**$116,869.00**

Revenue Budget

Grant Funding		
Award Requested	$116,869.00	$116,869.00
Subtotal	**$116,869.00**	**$116,869.00**
Non-Grant Funding		
Cash Match		$0.00
In-Kind Match		$0.00
Other Funding		$0.00
Subtotal		**$0.00**

Total Revenue Budget Cost **($116,869.00)**

Total Overall Budget Cost **$0.00**

Docusign Envelope ID: 718B6C15-F4DA-40ED-981D-854A76AF09F3

CALIFORNIA STATE LIBRARY

LUNCH AT THE LIBRARY PROGRAM
FINANCIAL CLAIM
1st PAYMENT

Grant Award #:	LATL25-38B	**Date:**	
Invoice #:	LATL25-38B-01	**PO #:**	8471
Payee Name:	Monterey County Free Libraries (Legal name of authorized agency to receive, disburse and account for funds*)		
Complete Address:	Street Address, City, State, Zip Code (Warrant will be mailed to this address)		
Amount Claimed:	$105,182 (Payable Upon Execution of Agreement)	**Type of Payment:**	☒ PROGRESS
Grantee Name:	Monterey County Free Libraries (Name on Award Letter and Agreement)		☐ FINAL ☐ IN FULL
Project Title:	Lunch at the Library Program		☐ AUGMENT
	For Period From: upon execution to end of grant period		

In Process

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)

Hillary Theyer
(Print Name)

Library Director
(Title)

*Legal payee name must match the payee's federal tax return. Warrant will be made payable to payee name. Payee discrepancies in name and/or address may cause delay in payment. If you need to change payee name and/or address, please contact Fiscal Services at stategrants.fiscal@library.ca.gov.

State of California, State Library Fiscal Office

ENY: 2025
PURCHASING AUTHORITY NUMBER: CSL-6120
COA: 5432000
FAIN: LS or N/A

ITEM NO: 6120-140-0001, Chapter 4, Statutes of 2025
REPORTING STRUCTURE: 61202000
PROGRAM #: 5312

By _____ Date _____
(State Library Representative)

Print Form Reset Form

Docusign Envelope ID: 718B6C15-F4DA-40ED-981D-854A76AF09F3

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
STD 204 (Rev. 03/2021)

Section 1 – Payee Information

NAME (This is required. Do not leave this line blank. Must match the payee's federal tax return)

BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME (If different from above)

MAILING ADDRESS (number, street, apt. or suite no.) (See instructions on Page 2)

CITY, STATE, ZIP CODE	E-MAIL ADDRESS

Section 2 – Entity Type

Check one (1) box only that matches the entity type of the Payee listed in Section 1 above. (See instructions on page 2)

- ☐ **SOLE PROPRIETOR / INDIVIDUAL**
- ☐ **SINGLE MEMBER LLC** *Disregarded Entity owned by an individual*
- ☐ **PARTNERSHIP**
- ☐ **ESTATE OR TRUST**

CORPORATION (see instructions on page 2)

- ☐ **MEDICAL** *(e.g., dentistry, chiropractic, etc.)*
- ☐ **LEGAL** *(e.g., attorney services)*
- ☐ **EXEMPT** *(e.g., nonprofit)*
- ☐ **ALL OTHERS**

Section 3 – Tax Identification Number

Enter your Tax Identification Number (TIN) in the appropriate box. The TIN must **match** the name given in Section 1 of this form. Do not provide more than one (1) TIN. The TIN is a 9-digit number. **Note:** Payment will not be processed without a TIN.

- For **Individuals**, enter SSN.
- If you are a **Resident Alien**, and you do not have and are not eligible to get an SSN, enter your ITIN.
- Grantor Trusts (such as a Revocable Living Trust while the grantors are alive) may not have a separate FEIN. Those trusts must enter the individual grantor's SSN.
- For **Sole Proprietor or Single Member LLC (disregarded entity), in which the sole member is an individual**, enter SSN (ITIN if applicable) or FEIN (FTB prefers SSN).
- For **Single Member LLC (disregarded entity), in which the sole member is a business entity**, enter the owner entity's FEIN. Do not use the disregarded entity's FEIN.
- For all other entities including LLC that is taxed as a corporation or partnership, estates/trusts (with FEINs), enter the entity's FEIN.

Social Security Number (SSN) or Individual Tax Identification Number (ITIN)

___ ___ ___ -___ ___ - ___ ___ ___ ___

OR

Federal Employer Identification Number (FEIN)

___ ___ - ___ ___ ___ ___ ___ ___ ___

In Process

Section 4 – Payee Residency Status (See instructions)

☐ **CALIFORNIA RESIDENT** – Qualified to do business in California or maintains a permanent place of business in California.

☐ **CALIFORNIA NONRESIDENT** – Payments to nonresidents for services may be subject to state income tax withholding.

☐ No services performed in California

☐ Copy of Franchise Tax Board waiver of state withholding is attached.

Section 5 – Certification

I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the state agency below.

NAME OF AUTHORIZED PAYEE REPRESENTATIVE	TITLE	E-MAIL ADDRESS

SIGNATURE	DATE	TELEPHONE *(include area code)*

Section 6 – Paying State Agency

Please return completed form to:

STATE AGENCY/DEPARTMENT OFFICE	UNIT/SECTION
CA State Library	Accounting

MAILING ADDRESS	FAX	TELEPHONE *(include area code)*
900 N Street		916-603-7157

CITY	STATE	ZIP CODE	E-MAIL ADDRESS
Sacramento	CA	95814	accounting@library.ca.gov

Docusign Envelope ID: 718B6C15-F4DA-40ED-981D-854A76AF09F3

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
STD 204 (Rev. 03/2021)

GENERAL INSTRUCTIONS

Type or print the information on the Payee Data Record, STD 204 form. Sign, date, and return to the state agency/department office address shown in Section 6. Prompt return of this fully completed form will prevent delays when processing payments.

Information provided in this form will be used by California state agencies/departments to prepare Information Returns (Form1099).
NOTE: Completion of this form is optional for Government entities, i.e. federal, state, local, and special districts.

A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business.

Payees who do not wish to complete the STD 204 may elect not to do business with the state. If the payee does not complete the STD 204 and the required payee data is not otherwise provided, payment may be reduced for federal and state backup withholding. Amounts reported on Information Returns (Form 1099) are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&TC).

Section 1 – Payee Information

Name – Enter the name that appears on the payee's federal tax return. The name provided shall be the tax liable party and is subject to IRS TIN matching (when applicable).

- Sole Proprietor/Individual/Revocable Trusts – enter the name shown on your federal tax return.
- Single Member Limited Liability Companies (LLCs) that is disregarded as an entity separate from its owner for federal tax purposes - enter the name of the individual or business entity that is tax liable for the business in section 1. Enter the DBA, LLC name, trade, or fictitious name under Business Name.
- Note: for the State of California tax purposes, a Single Member LLC is not disregarded from its owner, even if they may be disregarded at the Federal level.
- Partnerships, Estates/Trusts, or Corporations – enter the entity name as shown on the entity's federal tax return. The name provided in Section 1 must match to the TIN provided in section 3. Enter any DBA, trade, or fictitious business names under Business Name.

Business Name – Enter the business name, DBA name, trade or fictitious name, or disregarded LLC name.
Mailing Address – The mailing address is the address where the payee will receive information returns. Use form STD 205, Payee Data Record Supplement to provide a remittance address if different from the mailing address for information returns, or make subsequent changes to the remittance address.

Section 2 – Entity Type

If the Payee in Section 1 is a(n)…	THEN Select the Box for…
Individual ● Sole Proprietorship ● Grantor (Revocable Living) Trust disregarded for federal tax purposes	Sole Proprietor/Individual
Limited Liability Company (LLC) owned by an individual and is disregarded for federal tax purposes	Single Member LLC-owned by an individual
Partnerships ● Limited Liability Partnerships (LLP) ● and, LLC treated as a Partnership	Partnerships
Estate ● Trust (other than disregarded Grantor Trust)	Estate or Trust
Corporation that is medical in nature (e.g., medical and healthcare services, physician care, nursery care, dentistry, etc. ● LLC that is to be taxed like a Corporation and is medical in nature	Corporation-Medical
Corporation that is legal in nature (e.g., services of attorneys, arbitrators, notary publics involving legal or law related matters, etc.) ● LLC that is to be taxed like a Corporation and is legal in nature	Corporation-Legal
Corporation that qualifies for an Exempt status, including 501(c) 3 and domestic non-profit corporations.	Corporation-Exempt
Corporation that does not meet the qualifications of any of the other corporation types listed above ● LLC that is to be taxed as a Corporation and does not meet any of the other corporation types listed above	Corporation-All Other

Section 3 – Tax Identification Number

The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations.

Section 4 – Payee Residency Status

Are you a California resident or nonresident?

- A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.
- A partnership is considered a resident partnership if it has a permanent place of business in California.
- An estate is a resident if the decedent was a California resident at time of death.
- A trust is a resident if at least one trustee is a California resident.
  - For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:

Withholding Services and Compliance Section: 1-888-792-4900 E-mail address: wscs.gen@ftb.ca.gov
For hearing impaired with TDD, call: 1-800-822-6268 Website: www.ftb.ca.gov

Section 5 – Certification

Provide the name, title, email address, signature, and telephone number of individual completing this form and date completed. In the event that a SSN or ITIN is provided, the individual identified as the tax liable party must certify the form. Note: the signee may differ from the tax liable party in this situation if the signee can provide a power of attorney documented for the individual.

Section 6 – Paying State Agency

This section must be completed by the state agency/department requesting the STD 204.

Privacy Statement

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to $20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of this form.

Introduced: 3/4/2026

Current Status: General Government - Consent

Version: 1

Matter Type: General Agenda Item

a. Approve and authorize the Auditor-Controller to sign a Renewal Sales Order with FinQuery, LLC, applying the terms and conditions of the parties' previously Board-approved Subscription Agreement ("Agreement") dated March 23, 2021, for a software tool for analysis of County's real property and other types of leases in compliance with Governmental Accounting Standards Board (GASB) Statement No. 87 and No. 96, extending the agreement for an additional one-year term, for a revised total agreement term of March 23, 2021 through March 23, 2027, and adding $48,480 for a total agreement amount of $225,559; and
b. Authorize the Auditor-Controller to sign up to three future amendments to this Agreement where the amendments do not significantly change the scope of work and do not cause an increase of more than ten percent (10%) ($5,690) of the original contract amount, for a revised total agreement amount of $231,249.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

a. Approve and authorize the Auditor-Controller to sign a Renewal Sales Order with FinQuery, LLC, applying the terms and conditions of the parties' previously Board-approved Subscription Agreement ("Agreement") dated March 23, 2021, for a software tool for analysis of County's real property and other types of leases in compliance with Governmental Accounting Standards Board (GASB) Statement No. 87 and No. 96, extending the agreement for an additional one-year term, for a revised total agreement term of March 23, 2021 through March 23, 2027, and adding $48,480 for a total agreement amount of $225,559; and

b. Authorize the Auditor-Controller to sign up to three future amendments to this Agreement where the amendments do not significantly change the scope of work and do not cause an increase of more than ten percent (10%) ($5,690) of the original contract amount, for a revised total agreement amount of $231,249.

SUMMARY/DISCUSSION:

The Auditor-Controller's Office (ACO) is charged with ensuring the County's Annual Comprehensive Financial Report (ACFR) complies with the principles as set forth by the Governmental Accounting Standards Board (GASB). GASB is the governing body that issues

accounting and financial reporting standards for state and local governments. Complying with GASB is mandated but also is a requirement for the County to continue receiving a clean (unmodified) opinion on the ACFR from the external auditor, and the Certificate of Achievement for Excellence in Financial Reporting award, both of which are vital to County's credit rating.

GASB issued Statement No. 87 - Leases which had an effective date of July 2021. This Statement increases the usefulness of governments' financial statements by requiring recognition of certain lease assets and liabilities for leases that previously were classified as operating and capital leases and recognized as inflows of resources or outflows of resources based on the payment provisions of the contract. GASB No. 87 establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. Under this Statement, a lessee is required to recognize a lease liability and an intangible right-to-use lease asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resources, thereby enhancing the relevance and consistency of information about governments' leasing activities.

GASB issued Statement No. 96 - Subscription-Based Information Technology Arrangements (SBITAs) which had an effective date of July 2022. This Statement (1) defines a SBITA; (2) establishes that a SBITA results in a right-to-use subscription asset-an intangible asset-and a corresponding subscription liability; (3) provides the capitalization criteria for outlays other than subscription payments, including implementation costs of a SBITA; and (4) requires note disclosures regarding a SBITA. To the extent relevant, the standards for SBITAs are based on the standards established in Statement No. 87, Leases, as amended.

To achieve accurate and timely compliance with both standards on an ongoing basis, the County must rely on maintaining software that will retain documentation, calculate, account for, and report the amortization and other necessary schedules related to each lease and SBITA record held by County departments. Our current ERP System continues to be incapable of supporting GASB No. 87 and GASB No. 96 financial reporting requirements.

The ACO began implementation efforts with FinQuery, formerly LeaseQuery, in April 2021. Lease contracts were gathered from County departments. For successful implementation, each of these leases were reviewed for required information (i.e. inception date, payment amounts, possession date, in arrears payment terms, annual escalation, discount rate etc.) and compiled for the calculations and footnote disclosures. GASB No. 87 and GASB No. 96 implementations have been completed and incorporated into the County's ACFR. ACO is seeking to renew the subscription contract annually with FinQuery. The subscription fees are quoted to be $48,480 per Sales Order attached.

FinQuery software will continue to assist the County departments and the ACO staff in complying with the GASB No. 87 and GASB No. 96 requirements. The software retains audit trail, documentation, calculations for the leases and necessary footnote disclosures for the financial statements. It will create efficiencies by eliminating manual ongoing calculations for each lease and SBITA record held by County departments and by creating a central repository for all the calculations and schedules. The software consolidates all the lease information and provides consolidated disclosures and compliance reports which are used by ACO staff when

developing the County's ACFR each fiscal year. FinQuery will continue to support the accounting for leases and SBITA records countywide to ensure compliance with GASB No. 87 and No. 96 as well as provide the necessary document retention for audit purposes.

OTHER AGENCY INVOLVEMENT:
County Counsel has approved the contract as to the legal form. The Information Technology Department has reviewed and approved the contract.

FINANCING:
ACO is seeking an increase of $48,480 to the FinQuery, LLC agreement for a not to exceed total amount of $225,559. Funding is included in the ACO FY 2025-26 Adopted Budget.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
This proposed action will allow the Auditor-Controller's Office to promote accountability and transparency while practicing efficient and effective resource management.

Mark a check to the related Board of Supervisors Strategic Initiatives

Economic Development
X Administration
Health & Human Services
Infrastructure
Public Safety

Prepared by: Siomara, Barajas, CPA, Chief Deputy Auditor-Controller, 755-5303
Approved by: Rupa Shah, CPA, Auditor-Controller, 755-5084

Attachments:
Board Report
Renewal FinQuery LLC
GASB Statement No. 87 Summary
GASB Statement No. 96 Summary

Docusign Envelope ID: 3DADD8B6-B4B8-4AF8-9990-3D8812EF81E1

Introduced: 3/4/2026
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

a. Approve and authorize the Auditor-Controller to sign a Renewal Sales Order with FinQuery, LLC, applying the terms and conditions of the parties' previously Board-approved Subscription Agreement ("Agreement") dated March 23, 2021, for a software tool for analysis of County's real property and other types of leases in compliance with Governmental Accounting Standards Board (GASB) Statement No. 87 and No. 96, extending the agreement for an additional one-year term, for a revised total agreement term of March 23, 2021 through March 23, 2027, and adding $48,480 for a total agreement amount of $225,559; and
b. Authorize the Auditor-Controller to sign up to three future amendments to this Agreement where the amendments do not significantly change the scope of work and do not cause an increase of more than 10% ($5,690) of the original contract amount of $56,900, for a revised total agreement amount of $231,249.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

a. Approve and authorize the Auditor-Controller to sign a Renewal Sales Order with FinQuery, LLC, applying the terms and conditions of the parties' previously Board-approved Subscription Agreement ("Agreement") dated March 23, 2021, for a software tool for analysis of County's real property and other types of leases in compliance with Governmental Accounting Standards Board (GASB) Statement No. 87 and No. 96, extending the agreement for an additional one-year term, for a revised total agreement term of March 23, 2021 through March 23, 2027, and adding $48,480 for a total agreement amount of $225,559; and
b. Authorize the Auditor-Controller to sign up to three future amendments to this Agreement where the amendments do not significantly change the scope of work and do not cause an increase of more than 10% ($5,690) of the original contract amount of $56,900, for a revised total agreement amount of $231,249.

SUMMARY/DISCUSSION:

The Auditor-Controller's Office (ACO) is charged with ensuring the County's Annual Comprehensive Financial Report (ACFR) complies with the principles as set forth by the Governmental Accounting Standards Board (GASB). GASB is the governing body that issues accounting and financial reporting standards for state and local governments. Complying with

Docusign Envelope ID: 3DADD8B6-B4B8-4AF8-9990-3D8812EF81E1

GASB is mandated but also is a requirement for the County to continue receiving a clean (unmodified) opinion on the ACFR from the external auditor, and the Certificate of Achievement for Excellence in Financial Reporting award, both of which are vital to County's credit rating.

GASB issued Statement No. 87 - Leases which had an effective date of July 2021. This Statement increases the usefulness of governments' financial statements by requiring recognition of certain lease assets and liabilities for leases that previously were classified as operating and capital leases and recognized as inflows of resources or outflows of resources based on the payment provisions of the contract. GASB No. 87 establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. Under this Statement, a lessee is required to recognize a lease liability and an intangible right-to-use lease asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resources, thereby enhancing the relevance and consistency of information about governments' leasing activities.

GASB issued Statement No. 96 - Subscription-Based Information Technology Arrangements (SBITAs) which had an effective date of July 2022. This Statement (1) defines a SBITA; (2) establishes that a SBITA results in a right-to-use subscription asset-an intangible asset-and a corresponding subscription liability; (3) provides the capitalization criteria for outlays other than subscription payments, including implementation costs of a SBITA; and (4) requires note disclosures regarding a SBITA. To the extent relevant, the standards for SBITAs are based on the standards established in Statement No. 87, Leases, as amended.

To achieve accurate and timely compliance with both standards on an ongoing basis, the County must rely on maintaining software that will retain documentation, calculate, account for, and report the amortization and other necessary schedules related to each lease and SBITA record held by County departments. Our current ERP System continues to be incapable of supporting GASB No. 87 and GASB No. 96 financial reporting requirements.

The ACO began implementation efforts with FinQuery, formerly LeaseQuery, in April 2021. Lease contracts were gathered from County departments. For successful implementation, each of these leases were reviewed for required information (i.e. inception date, payment amounts, possession date, in arrears payment terms, annual escalation, discount rate etc.) and compiled for the calculations and footnote disclosures. GASB No. 87 and GASB No. 96 implementations have been completed and incorporated into the County's ACFR. ACO is seeking to renew the subscription contract annually with FinQuery. The subscription fees are quoted to be $48,480 per Sales Order attached.

FinQuery software will continue to assist the County departments and the ACO staff in complying with the GASB No. 87 and GASB No. 96 requirements. The software retains audit trail, documentation, calculations for the leases and necessary footnote disclosures for the financial statements. It will create efficiencies by eliminating manual ongoing calculations for each lease and SBITA record held by County departments and by creating a central repository for all the calculations and schedules. The software consolidates all the lease information and provides consolidated disclosures and compliance reports which are used by ACO staff when developing the County's ACFR each fiscal year. FinQuery will continue to support the

Docusign Envelope ID: 3DADD8B6-B4B8-4AF8-9990-3D8812EF81E1

accounting for leases and SBITA records countywide to ensure compliance with GASB No. 87 and No. 96 as well as provide the necessary document retention for audit purposes.

OTHER AGENCY INVOLVEMENT:
County Counsel has approved the contract as to the legal form. The Information Technology Department has reviewed and approved the contract.

FINANCING:
ACO is seeking an increase of $48,480 to the FinQuery, LLC agreement for a not to exceed total amount of $225,559. Funding is included in the ACO FY 2025-26 Adopted Budget.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
This proposed action will allow the Auditor-Controller's Office to promote accountability and transparency while practicing efficient and effective resource management.

Mark a check to the related Board of Supervisors Strategic Initiatives

Economic Development
X Administration
Health & Human Services
Infrastructure
Public Safety

DocuSigned by:
Siomara Barajas, CPA
04BDE3420B6A425...
3/6/2026 | 10:42 AM PST

Prepared by: Siomara, Barajas, CPA, Chief Deputy Auditor-Controller, 755-5303
Approved by: Rupa Shah, CPA, Auditor-Controller, 755-5084

DocuSigned by:
5020CB565A18490...
3/6/2026 | 12:16 PM PST

Attachments:
Board Report
Renewal FinQuery LLC
GASB Statement No. 87 Summary
GASB Statement No. 96 Subscription Based IT Arrangements
FinQuery agreement and renewals 2021-2025

Docusign Envelope ID: C0020F4E-C786-4A5E-A9E4-AE54A0DF6802

FinQuery™
Formerly LeaseQuery

SALES ORDER (Renewal)

Date	1/9/2026
Original Sales Order #	Q-40818
Renewal Sales Order #	Q-52018
Expiration Date	3/24/2026

FinQuery, LLC

1001 Summit Boulevard
Suite 1700
Atlanta, GA 30319
(800) 880-7270
FinQuery.com

Client

County of Monterey, a political subdivision of the State of California
168 West Alisal Street
Salinas, California 93901
Attention: Siomara Barajas
8317555303
barajass@co.monterey.ca.us

Length of Subscription

Renewal Term (commencing on March 24, 2026)	12 months

Recurring Services

	Annual Amount
FinQuery Platform Signature Package	$3,300
LeaseQuery Advanced, up to 500 LeaseQuery Records	$45,180

Additional Products and Services

Subscription for sandbox environment	$0

Notes

- **For recurring services, the annual amounts shown above are payable in advance upon execution of this Sales Order for the full length of the subscription shown above. For non-recurring services, the one-time fees shown above are payable upon execution of this Sales Order.**
- The subscription for the FinQuery Platform Signature includes access to the FinQuery platform, access to FinQuery's Help Center and FinQuery Academy (which includes video and written instructions), daily live agent hours, email support, AI-assisted LeaseQuery Record entry, support team call backs upon request, extended support hours, and FinQuery's SLAs available at https://finquery.com/SLAs.pdf.
- If the maximum number of LeaseQuery Records for LeaseQuery Advanced is exceeded, an additional subscription fee of $7.53 per LeaseQuery Record per month will apply, invoiced in advance for the full remaining term.
- LeaseQuery contract analysis and Record entry services may be provided on an as needed and as requested basis for $250 per LeaseQuery Record, invoiced monthly in arrears.
- FinQuery will provide Client with a secondary environment of LeaseQuery Advanced, referred to as a sandbox, that will enable users to process lease changes, policy updates, journal entries and reports without affecting the production environment. This sandbox environment will be a clone of the existing LeaseQuery Advanced production environment as of the date requested by Client in writing. Upon Client's request, FinQuery will perform additional data clones for Client from production to sandbox environment not more than once per year. If additional clones are needed, these requests will be subject to additional fees. FinQuery requires at least one month of lead time for such requests to align the proper resources and to properly reconcile data that has been cloned from the production environment to the sandbox environment.

Terms and Conditions

As of the date set forth above, Client hereby subscribes to the Solution and services described in this Sales Order. This Sales Order shall be governed by the terms and conditions set forth herein and in the Subscription Agreement entered into by the parties on 3/24/2021 (the "Subscription Agreement"). Capitalized terms used but not defined in this Sales Order shall have the meaning set forth in the Subscription Agreement.

Signatures

County of Monterey, a political subdivision of the State of California (“Client”):

By: DocuSigned by: 5020CB585A18490...

Name: Rupa Shah, CPA

Title: Auditor-Controller

Date: 3/9/2026 | 8:10 AM PDT

FinQuery, LLC (“FinQuery”):

By: Signed by: Michael Gerson 5B44947E75FF4FA...

Name: Michael Gerson

Title: SVP, Customer Success and Services

Date: 3/9/2026 | 7:58 AM PDT

https://www.gasb.org/jsp/GASB/Pronouncement_C/GASBSummaryPage&cid=1176169177502

SUMMARY - STATEMENT NO. 87

SUMMARIES / STATUS

SUMMARY OF STATEMENT NO. 87
LEASES

(ISSUED 06/17)

The objective of this Statement is to better meet the information needs of financial statement users by improving accounting and financial reporting for leases by governments. This Statement increases the usefulness of governments' financial statements by requiring recognition of certain lease assets and liabilities for leases that previously were classified as operating leases and recognized as inflows of resources or outflows of resources based on the payment provisions of the contract. It establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. Under this Statement, a lessee is required to recognize a lease liability and an intangible right-to-use lease asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resources, thereby enhancing the relevance and consistency of information about governments' leasing activities.

DEFINITION OF A LEASE

A lease is defined as a contract that conveys control of the right to use another entity's nonfinancial asset (the underlying asset) as specified in the contract for a period of time in an exchange or exchange-like transaction. Examples of nonfinancial assets include buildings, land, vehicles, and equipment. Any contract that meets this definition should be accounted for under the leases guidance, unless specifically excluded in this Statement.

LEASE TERM

The lease term is defined as the period during which a lessee has a noncancelable right to use an underlying asset, plus the following periods, if applicable:

a. Periods covered by a lessee's option to extend the lease if it is reasonably certain, based on all relevant factors, that the lessee will exercise that option
b. Periods covered by a lessee's option to terminate the lease if it is reasonably certain, based on all relevant factors, that the lessee will not exercise that option
c. Periods covered by a lessor's option to extend the lease if it is reasonably certain, based on all relevant factors, that the lessor will exercise that option
d. Periods covered by a lessor's option to terminate the lease if it is reasonably certain, based on all relevant factors, that the lessor will not exercise that option.

A fiscal funding or cancellation clause should affect the lease term only when it is reasonably certain that the clause will be exercised.
Lessees and lessors should reassess the lease term only if one or more of the following occur:

a. The lessee or lessor elects to exercise an option even though it was previously determined that it was reasonably certain that the lessee or lessor would not exercise that option.

b. The lessee or lessor elects not to exercise an option even though it was previously determined that it was reasonably certain that the lessee or lessor would exercise that option.

c. An event specified in the lease contract that requires an extension or termination of the lease takes place.

SHORT-TERM LEASES

A short-term lease is defined as a lease that, at the commencement of the lease term, has a maximum possible term under the lease contract of 12 months (or less), including any options to extend, regardless of their probability of being exercised. Lessees and lessors should recognize short-term lease payments as outflows of resources or inflows of resources, respectively, based on the payment provisions of the lease contract.

LESSEE ACCOUNTING

A lessee should recognize a lease liability and a lease asset at the commencement of the lease term, unless the lease is a short-term lease or it transfers ownership of the underlying asset. The lease liability should be measured at the present value of payments expected to be made during the lease term (less any lease incentives). The lease asset should be measured at the amount of the initial measurement of the lease liability, plus any payments made to the lessor at or before the commencement of the lease term and certain direct costs.

A lessee should reduce the lease liability as payments are made and recognize an outflow of resources (for example, expense) for interest on the liability. The lessee should amortize the lease asset in a systematic and rational manner over the shorter of the lease term or the useful life of the underlying asset. The notes to financial statements should include a description of leasing arrangements, the amount of lease assets recognized, and a schedule of future lease payments to be made.

LESSOR ACCOUNTING

A lessor should recognize a lease receivable and a deferred inflow of resources at the commencement of the lease term, with certain exceptions for leases of assets held as investments, certain regulated leases, short-term leases, and leases that transfer ownership of the underlying asset. A lessor should not derecognize the asset underlying the lease. The lease receivable should be measured at the present value of lease payments expected to be received during the lease term. The deferred inflow of resources should be measured at the value of the lease receivable plus any payments received at or before the commencement of the lease term that relate to future periods.

A lessor should recognize interest revenue on the lease receivable and an inflow of resources (for example, revenue) from the deferred inflows of resources in a systematic and rational manner over the term of the lease. The notes to financial statements should include a description of leasing arrangements and the total amount of inflows of resources recognized from leases.

CONTRACTS WITH MULTIPLE COMPONENTS AND CONTRACT COMBINATIONS

Generally, a government should account for the lease and nonlease components of a lease as separate contracts. If a lease involves multiple underlying assets, lessees and lessors in certain cases should account for each underlying asset as a separate lease contract. To allocate the contract price to different components, lessees and lessors should use contract prices for individual components as long as they do not appear to be unreasonable based on professional judgment, or use professional judgment to determine their best estimate if there are no stated prices or if stated prices appear to be unreasonable. If determining a best estimate is not practicable, multiple components in a lease contract should be accounted for as a single lease unit. Contracts that are entered into at or near the same time with the same counterparty and that meet certain criteria should be considered part of the same lease contract

and should be evaluated in accordance with the guidance for contracts with multiple components.

LEASE MODIFICATIONS AND TERMINATIONS

An amendment to a lease contract should be considered a lease modification, unless the lessee's right to use the underlying asset decreases, in which case it would be a partial or full lease termination. A lease termination should be accounted for by reducing the carrying values of the lease liability and lease asset by a lessee, or the lease receivable and deferred inflows of resources by the lessor, with any difference being recognized as a gain or loss. A lease modification that does not qualify as a separate lease should be accounted for by remeasuring the lease liability and adjusting the related lease asset by a lessee and remeasuring the lease receivable and adjusting the related deferred inflows of resources by a lessor.

SUBLEASES AND LEASEBACK TRANSACTIONS

Subleases should be treated as transactions separate from the original lease. The original lessee that becomes the lessor in a sublease should account for the original lease and the sublease as separate transactions, as a lessee and lessor, respectively.

A transaction qualifies for sale-leaseback accounting only if it includes a sale. Otherwise, it is a borrowing. The sale and lease portions of a transaction should be accounted for as separate sale and lease transactions, except that any difference between the carrying value of the capital asset that was sold and the net proceeds from the sale should be reported as a deferred inflow of resources or a deferred outflow of resources and recognized over the term of the lease.

A lease-leaseback transaction should be accounted for as a net transaction. The gross amounts of each portion of the transaction should be disclosed.

EFFECTIVE DATE AND TRANSITION

The requirements of this Statement are effective for reporting periods beginning after December 15, 2019. Earlier application is encouraged.

Leases should be recognized and measured using the facts and circumstances that exist at the beginning of the period of implementation (or, if applied to earlier periods, the beginning of the earliest period restated). However, lessors should not restate the assets underlying their existing sales-type or direct financing leases. Any residual assets for those leases become the carrying values of the underlying assets.

HOW THE CHANGES IN THIS STATEMENT WILL IMPROVE ACCOUNTING AND FINANCIAL REPORTING

This Statement will increase the usefulness of governments' financial statements by requiring reporting of certain lease liabilities that currently are not reported. It will enhance comparability of financial statements among governments by requiring lessees and lessors to report leases under a single model. This Statement also will enhance the decision-usefulness of the information provided to financial statement users by requiring notes to financial statements related to the timing, significance, and purpose of a government's leasing arrangements.

HOW THE BOARD CONSIDERED COSTS AND BENEFITS IN THE DEVELOPMENT OF THIS STATEMENT

One of the principles guiding the Board's setting of standards for accounting and financial reporting is the assessment of expected benefits and perceived costs. The Board strives to determine that its standards address significant user needs and that the costs incurred through the application of its

standards, compared with possible alternatives, are justified when compared to the expected overall public benefit. The Board considered the costs of both the individual provisions in this Statement and the Statement as a whole. The Board is cognizant that the costs of implementing the changes required by this Statement may be significant. However, the Board believes that the expected benefits that will result from the information provided through implementation of this Statement, both initially and on an ongoing basis, are significant.

To reduce the cost of implementation, this Statement includes an exception for short-term leases, as described above, and exceptions for contracts that transfer ownership, leases of assets that are investments, and certain regulated leases. In response to stakeholder feedback, this Statement excludes supply contracts and leases of inventory. In addition, this Statement includes cost-reducing provisions regarding reassessment of the lease term, requiring governments to report multiple-component contracts as a single lease unit when determining a best estimate for allocating the contract price to individual components is not practicable, and not requiring lessors to derecognize underlying assets, among other provisions.

Unless otherwise specified, pronouncements of the GASB apply to financial reports of all state and local governmental entities, including general purpose governments; public benefit corporations and authorities; public employee retirement systems; and public utilities, hospitals and other healthcare providers, and colleges and universities. Paragraph 3 discusses the applicability of this Statement.

Summary of Statement No. 96

Statement No. 96

Subscription-Based Information Technology Arrangements

(Issued 05/20)

SUMMARY

This Statement provides guidance on the accounting and financial reporting for subscription-based information technology arrangements (SBITAs) for government end users (governments). This Statement (1) defines a SBITA; (2) establishes that a SBITA results in a right-to-use subscription asset—an intangible asset—and a corresponding subscription liability; (3) provides the capitalization criteria for outlays other than subscription payments, including implementation costs of a SBITA; and (4) requires note disclosures regarding a SBITA. To the extent relevant, the standards for SBITAs are based on the standards established in Statement No. 87, *Leases,* as amended.

A SBITA is defined as a contract that conveys control of the right to use another party's (a SBITA vendor's) information technology (IT) software, alone or in combination with tangible capital assets (the underlying IT assets), as specified in the contract for a period of time in an exchange or exchange-like transaction.

The subscription term includes the period during which a government has a noncancellable right to use the underlying IT assets. The subscription term also includes periods covered by an option to extend (if it is reasonably certain that the

government or SBITA vendor will exercise that option) or to terminate (if it is reasonably certain that the government or SBITA vendor will *not* exercise that option).

Under this Statement, a government generally should recognize a right-to-use subscription asset—an intangible asset—and a corresponding subscription liability. A government should recognize the subscription liability at the commencement of the subscription term, —which is when the subscription asset is placed into service. The subscription liability should be initially measured at the present value of subscription payments expected to be made during the subscription term. Future subscription payments should be discounted using the interest rate the SBITA vendor charges the government, which may be implicit, or the government's incremental borrowing rate if the interest rate is not readily determinable. A government should recognize amortization of the discount on the subscription liability as an outflow of resources (for example, interest expense) in subsequent financial reporting periods.

The subscription asset should be initially measured as the sum of (1) the initial subscription liability amount, (2) payments made to the SBITA vendor before commencement of the subscription term, and (3) capitalizable implementation costs, less any incentives received from the SBITA vendor at or before the commencement of the subscription term. A government should recognize amortization of the subscription asset as an outflow of resources over the subscription term.

Activities associated with a SBITA, other than making subscription payments, should be grouped into the following three stages, and their costs should be accounted for accordingly:

- Preliminary Project Stage, including activities such as evaluating alternatives, determining needed technology, and selecting a SBITA vendor. Outlays in this stage should be expensed as incurred.
- Initial Implementation Stage, including all ancillary charges necessary to place the subscription asset into service. Outlays in this stage generally should be

capitalized as an addition to the subscription asset.

- Operation and Additional Implementation Stage, including activities such as subsequent implementation activities, maintenance, and other activities for a government's ongoing operations related to a SBITA. Outlays in this stage should be expensed as incurred unless they meet specific capitalization criteria.

In classifying certain outlays into the appropriate stage, the nature of the activity should be the determining factor. Training costs should be expensed as incurred, regardless of the stage in which they are incurred.

If a SBITA contract contains multiple components, a government should account for each component as a separate SBITA or nonsubscription component and allocate the contract price to the different components. If it is not practicable to determine a best estimate for price allocation for some or all components in the contract, a government should account for those components as a single SBITA.

This Statement provides an exception for short-term SBITAs. Short-term SBITAs have a maximum possible term under the SBITA contract of 12 months (or less), including any options to extend, regardless of their probability of being exercised. Subscription payments for short-term SBITAs should be recognized as outflows of resources.

This Statement requires a government to disclose descriptive information about its SBITAs other than short-term SBITAs, such as the amount of the subscription asset, accumulated amortization, other payments not included in the measurement of a subscription liability, principal and interest requirements for the subscription liability, and other essential information.

Effective Date and Transition

The requirements of this Statement are effective for fiscal years beginning after June 15, 2022, and all reporting periods thereafter. Earlier application is encouraged.

Assets and liabilities resulting from SBITAs should be recognized and measured using the facts and circumstances that existed at the beginning of the fiscal year in which this Statement is implemented. Governments are permitted, but are not required, to include in the measurement of the subscription asset capitalizable outlays associated with the initial implementation stage and the operation and additional implementation stage incurred prior to the implementation of this Statement.

How the Changes in This Statement Will Improve Financial Reporting

The requirements of this Statement will improve financial reporting by establishing a definition for SBITAs and providing uniform guidance for accounting and financial reporting for transactions that meet that definition. That definition and uniform guidance will result in greater consistency in practice. Establishing the capitalization criteria for implementation costs also will reduce diversity and improve comparability in financial reporting by governments. This Statement also will enhance the relevance and reliability of a government's financial statements by requiring a government to report a subscription asset and subscription liability for a SBITA and to disclose essential information about the arrangement. The disclosures will allow users to understand the scale and important aspects of a government's SBITA activities and evaluate a government's obligations and assets resulting from SBITAs.

How the Board Considered Costs and Benefits in the Development of This Statement

One of the principles guiding the Board's setting of standards for accounting and financial reporting is the assessment of expected benefits and perceived costs. The Board strives to determine that its standards address significant user needs and that the costs incurred through the application of its standards, compared with possible alternatives, are justified when compared to the expected overall public benefit. The Board believes that the expected benefits that will result from the information provided through implementation of this Statement—more consistent accounting and financial reporting, and more comparable information about SBITAs—are significant and justify the perceived costs of implementation and ongoing compliance.

Certain decisions made by the Board were intended to provide cost relief. For example, the scope of this Statement excludes contracts with stand-alone tangible capital assets and contracts with a combination of a tangible capital asset and an insignificant software component. In addition, this Statement includes an exception for short-term SBITAs. This Statement also requires governments to report an entire multiple-component contract as a single SBITA when determining that a best estimate to allocate the contract price to multiple components is not practicable. Additionally, this Statement permits, but does not require, governments to include capitalizable outlays associated with the initial implementation stage and the operation and additional implementation stage in the measurement of the subscription asset recognized at transition.

Unless otherwise specified, pronouncements of the GASB apply to financial reports of all state and local governmental entities, including general purpose governments; public benefit corporations and authorities; public employee retirement systems; and public utilities, hospitals and other healthcare providers, and colleges and universities. Paragraph 3 discusses the applicability of this Statement.

DocuSign Envelope ID: 4556182D-53E7-4CA6-9896-59EF23E897C5

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:

Agreement No.: A-15146
a. Approve and Authorize the Auditor-Controller to sign a non-standard agreement with LeaseQuery, LLC for a software tool for analysis of County's real property and other types of leases in compliance with Governmental Accounting Standards Board (GASB) Statement No. 87, for an agreement term of March 23, 2021 through March 23, 2022, for an agreement amount not to exceed $56,900; and
b. Approve the recommendation of the Auditor-Controller to accept all non-standard provisions in Agreement, including insurance, limitation of liability, and indemnification; and
c. Authorize the Auditor-Controller to sign up to three one-year future amendments to the Agreement where the amendments do not significantly alter the scope of work.

PASSED AND ADOPTED on this 23rd day of March 2021, by roll call vote:

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

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting March 23, 2021.

Dated: March 24, 2021
File ID: 21-233
Agenda Item No.: 41

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

Julian Lorenzana, Deputy

DocuSign Envelope ID: DCCB19FB-9567-4256-99B8-CAE41F3B2270

DocuSign Envelope ID: A9EF648E-9CD2-41D8-A0FF-CC4A0AF3AE7C

LeaseQuery™

BUILT BY ACCOUNTANTS FOR ACCOUNTANTS

SALES ORDER

Date	2/23/2021
Sales Order #	8511
Expiration Date	3/23/2021

LeaseQuery, LLC

3 Ravinia Drive NE
Suite P7
Atlanta, GA 30346
(800) 880-7270
LeaseQuery.com

Client

County of Monterey, a political subdivision of the State of California
168 West Alisal Street
Salinas, CA 93901
Attention: Becky Gong
831-755-5029
gongf@co.monterey.ca.us

Key Subscription Terms

Subscription Purchased	LeaseQuery Enterprise Edition
Initial Term (commencing on the date last signed below)	1 year

Fees	Amount	Payable
Subscription fee for the Solution (up to 275 Records) (per year)	$ 23,100	In advance for full applicable term
Additional per-Record subscription fee ($7 per additional Record, monthly) Contingency based on 200 records	$ 16,800	In advance for full remaining term
Organizational database structure setup and training fee (fixed fee)	$ 7,000	Upon completion of database structure and training
Bulk Record template configuration and upload fee (up to 475 Records; $10 per Record thereafter)**	$ 5,000	Upon successful first upload of bulk Record template (without regard to number of Records) (bi-weekly in arrears in excess of 475 Records)
Lease analysis and Record entry fee (check one):		
☐ Option 1: Upfront implementation package of up to 25 Records during Implementation (and $200 per Record thereafter)	$ [5,000]	Upon execution of this Sales Order (bi-weekly in arrears after Implementation)
☒ Option 2: As needed ($250 per Record)	$ 5000	Bi-weekly in arrears
Contingency for 20 Records		
Not to Exceed	56,900	

Terms and Conditions

As of the date last signed below, Client hereby subscribes to the Solution and services described in this Sales Order. This Sales Order shall be governed by the terms and conditions set forth herein and in the LeaseQuery Subscription Agreement executed between the parties containing terms and conditions that govern this Sales Order (in either case, the "Terms"). PLEASE READ THE TERMS CAREFULLY. THEY PROVIDE FOR, AMONG OTHER THINGS, A LIMITATION ON LEASEQUERY'S LIABILITY, WARRANTIES DISCLAIMERS, INDEMNIFICATION AND MANDATORY ARBITRATION. Capitalized terms used but not defined in this Sales Order shall have the meaning set forth in the Terms. Notwithstanding anything in the Terms to the contrary if Client exceeds Records or bulk record template Records that would cause its "Not to Exceed" amount to be exceeded, Client shall either (1) promptly remove such excess Records upon request from LeaseQuery, or (2) shall execute a Sales Order reflecting the updated amount of Records, or Client shall be considered in breach of the Terms.

** LeaseQuery will provide Client with bulk record template for future uploads conducted solely by county with no upload fee, provided the total number of Records uploaded by bulk record template do not exceed 475 Records, $10 per Record thereafter.

DocuSign Envelope ID: DCCB19FB-9567-4256-99B8-CAE41F3B2270

DocuSign Envelope ID: A9EF648E-9CD2-41D8-A0FF-CC4A0AF3AE7C

LeaseQuery™

BUILT BY ACCOUNTANTS FOR ACCOUNTANTS

SALES ORDER

Date	2/23/2021
Sales Order #	8511
Expiration Date	3/23/2021

Signatures

Agreed to by Monterey County, CA ("Client"):

DocuSigned by:

By: _____
5020CB565A18490...

Name: Rupa Shah, CPA, Auditor-Controller

Date:

Agreed to by LeaseQuery, LLC ("LeaseQuery"):

DocuSigned by:

By: Chris Ramsey
48041ADC1BF6462...

Name: Chris Ramsey, Chief Revenue Officer

Date:

DocuSign Envelope ID: DCCB19FB-9567-4256-99B8-CAE41F3B2270
DocuSign Envelope ID: A9EF648E-9CD2-41D8-A0FF-CC4A0AF3AE7C

LeaseQuery
BUILT BY ACCOUNTANTS FOR ACCOUNTANTS

SUBSCRIPTION AGREEMENT

THIS SUBSCRIPTION AGREEMENT, by and between LeaseQuery, LLC, a Delaware limited liability company ("LeaseQuery"), and County of Monterey, a political subdivision of the State of California ("Client"), is effective as of the date last signed below (the "Effective Date"). In consideration for the mutual covenants and agreements contained in this Agreement (as defined below), the parties agree as follows:

1. DEFINITIONS.

1.1 "Accounting Standards" means FASB ASC Topic 840, FASB ASC Topic 842, and either (as elected by Client during implementation) (i) IFRS 16 or (ii) GASB No. 13 and GASB No. 87.

1.2 "Aggregated Data" means anonymized or aggregated data derived from the operation of the Solution, including, without limitation, aggregated information about leases or Records, reports generated by the Solution and performance results for the Solution and any derivative works of any of the foregoing.

1.3 "Agreement" means this Subscription Agreement, including any schedules, addenda and exhibits hereto.

1.4 "Business Day" means any day on which the New York Stock Exchange is open for unrestricted trading.

1.5 "Certified Service Partner" means any third party that is a member of LeaseQuery's certified service partner program, which requires, as a condition to such membership, that the participating organization, among other things, successfully complete LeaseQuery's Certified Service Partner training program and enter into a certified service partner agreement with LeaseQuery.

1.6 "Client" has the meaning set forth in the preamble.

1.7 "Client Data" means Client's lease data entered into the Solution, including, without limitation, the type and location of leased assets, rent schedules, critical lease dates and certain other lease terms and conditions.

1.8 "Client Feedback" means suggestions, enhancement requests, recommendations or other feedback provided by Client or its personnel relating to the operation or functionality of the Solution or the content of the Documentation.

1.9 "Confidential Information" means (i) information that is marked by the disclosing party as "confidential," (ii) whether or not marked as "confidential," information of a party of a special and unique nature and value relating to such matters as trade secrets, know-how, systems, programs, developments, designs, procedures, manuals, products, financial statements or forecasts, confidential reports and communications, in each case whether such information is shared prior to or during the term of the Sales Order, and (iii) with respect to LeaseQuery's Confidential Information, price lists. "Confidential Information" shall not include Aggregated Data, this Agreement, or any Sales Order.

1.10 "Dispute" means any controversy or claim between the parties arising out of or relating to this Agreement, any Sales Order, or the breach, termination, enforcement, interpretation or validity thereof, or any services provided under this Agreement or such Sales Order, whether in contract, tort or otherwise.

1.11 "Documentation" means the user instructions and specifications for the Solution described in the Solution, as may be updated by LeaseQuery from time to time.

1.12 "Effective Date" has the meaning set forth in the preamble.

1.13 "FASB ASC Topic 840" means Accounting Standards Codification® Topic 840, *Leases*, as promulgated by the Financial Accounting Standards Board.

1.14 "FASB ASC Topic 842" means Accounting Standards Codification® Topic 842, *Leases*, as promulgated by the Financial Accounting Standards Board (or any successor standard), as may be modified by the Financial Accounting Standards Board from time to time.

1.15 "Force Majeure Event" means any event that is reasonably beyond the control of either party, including, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental action after the Effective Date, fire, communication line failures, power failures, earthquakes, or other disasters.

1.16 "GASB No. 13" means Statement No. 13 of the Governmental Accounting Standards Board®, *Accounting for Operating Leases with Scheduled Rent Increases*.

1.17 "GASB No. 87" means, commencing with Client's fiscal year-end financial statements for fiscal years beginning after December 15, 2019, Statement No. 87 of the Governmental Accounting Standards Board®, *Leases*, as may be modified by the Governmental Accounting Standards Board® from time to time.

1.18 "IFRS 16" means International Financial Reporting Standards (IFRS) 16, *Leases*, as promulgated by the International Accounting Standards Board (or any successor standard), as may be modified by the International Accounting Standards Board from time to time.

1.19 "Implementation" means the period during the first 60 days after the Effective Date.

1.20 "In-Scope CSP Services" means only the following types of services, as they relate to Client's use of the Solution: (i) Populating, for or on behalf of Client, the bulk upload template described in Section 2.3(b) of this Agreement with all necessary lease data in order to enable LeaseQuery to perform a bulk upload of Client's lease data to the Solution, (ii) manually analyzing, on behalf of Client, Client's leases and any amendments thereto and entering any related Records into the Solution, and (iii) uploading the lease agreements (as source documents) and attaching each such agreement to the associated Record in the Solution.

1.21 "Initial Term" means the initial term of the applicable Sales Order, as set forth in such Sales Order; provided, however, that if such Sales Order does not contain an Initial Term, the Initial Term shall be one year, commencing on the date such Sales Order is last signed by the parties.

1.22 "Intellectual Property Rights" means any and all common law, statutory and other intellectual property rights, including, without limitation, copyrights, trademarks, trade secrets, patents and other proprietary rights issued, honored or enforceable under any applicable laws anywhere in the world, and all moral rights related thereto.

1.23 "LeaseQuery" has the meaning set forth in the preamble.

1.24 "NDA" means any confidentiality or nondisclosure agreement (or other agreement with a similar purpose) entered into by the parties hereto or their respective affiliates in consideration of potentially entering into the business relationship governed by this Agreement.

1.25 "Outstanding Sales Order" has the meaning set forth in Section 6.1 of this Agreement.

1.26 "Preexisting Materials" means all items of property (including, without limitation, equipment and Intellectual Property Rights) that such party owned prior to the provision of the Professional Services.

1.27 "Professional Services" means any professional or consulting services provided by LeaseQuery to Client, including, without limitation, services related to lease review, lease analysis, lease entry, lease entry error review, reconciliation, initial Client setup services, onsite or web-based training of Client personnel, conversion of lease documents to searchable files, lease accounting consulting services, market analysis for lease terms, and other professional and consulting services.

1.28 "Record" means any individual record with a unique identifier that is entered into and stored in the Solution. A single leased asset may be comprised of multiple Records (such as for land and improvements), and a single contract may provide for multiple leased assets.

1.29 "Renewal Term" has the meaning set forth in Section 6.1 of this Agreement.

1.30 "Sales Order" shall mean any sales order or statement of work (as may be amended by a change order, amendment or otherwise, from time to time) that (i) describes the services to be provided by LeaseQuery and the fees related thereto, (ii) specifically incorporates by reference the terms and conditions of this Agreement, and (iii) is signed by both parties.

1.31 "Sensitive Personal Information" means an individual's (i) government-issued identification number, including without limitation a Social Security number, driver's license number, or state-issued identification number, (ii) financial account number, credit reporting information, or credit, debit or other payment cardholder information, with or without any required security or access code, personal identification number, or password that permits access to the individual's financial account, or (iii) biometric, genetic, health or health insurance data.

1.32 "Solution" means the specific software-as-a-service application to which Client subscribes pursuant to the applicable Sales Order.

1.33 "Taxes" means any direct or indirect local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including, without limitation, value-added, excise, sales, use or withholding taxes.

1.34 "Third-Party Links" means any links contained in the Solution to, or integrations, connections or interactions (whether through an application program interface (API) or otherwise with, software or websites of third parties.

1.35 "Update" means a modification to the Solution or workaround to fix bugs, correct errors, maintain material compliance with the Accounting Standards or improve the performance or efficiency of the Solution.

1.36 "Upgrade" means a new version or release of the Solution that adds new features, functional capabilities or other improvements to the Solution, other than Updates.

2. SCOPE OF THE SERVICES.

2.1 Provision of Access to the Solution. During the term of the applicable Sales Order pursuant to which Client subscribes for access to the Solution, LeaseQuery shall enable Client to access the Solution via a website hosted by LeaseQuery or its third-party designee in accordance with and subject to the terms and conditions of the applicable Sales Order and this Agreement. LeaseQuery will make commercially reasonable efforts to maintain availability of the Solution in accordance with the SLAs set forth in Exhibit A hereto, but Client acknowledges and agrees that LeaseQuery shall not be responsible for any downtime of the Solution other than as set forth in Exhibit A.

2.2 Updates. LeaseQuery will make commercially reasonable efforts to release Updates to the Solution as necessary to ensure that throughout the term of the applicable Sales Order, the Solution operates in material compliance with the Accounting Standards, provided that Client has paid all fees that are due under this Agreement and such Sales Order. Client acknowledges that LeaseQuery is not required or obligated to provide any Updates or any Upgrades to the Solution other than those which are necessary for the Solution to continue to operate in material compliance with the Accounting Standards. Any Updates or Upgrades that are not necessary for the Solution to continue to operate in material compliance with the Accounting Standards may be offered separately with different pricing. Client agrees that its purchase of the subscription and any Professional Services is not contingent on the delivery of any future functionality or features or dependent on any oral or written public comments made by LeaseQuery regarding future functionality or features.

2.3 Professional Services. All Professional Services will be provided remotely. LeaseQuery may subcontract the performance of the Professional Services or any part thereof. LeaseQuery will be responsible for the quality of any Professional Services by such subcontractors to the extent LeaseQuery would be responsible to Client under this Agreement had LeaseQuery provided such Professional Services. Unless otherwise set forth in an applicable Sales Order, each deliverable shall be deemed delivered and accepted upon its delivery. LeaseQuery shall provide the following Professional Services in accordance with the terms of this Agreement (including, without limitation, Section 5.3 of this Agreement) and the applicable Sales Order:

(a) Organizational Database Structure Setup and Training. LeaseQuery will coordinate with Client to structure Client's database in the Solution in a manner that is consistent with Client's unique organizational structure as it relates to consolidated financial reporting. In order to complete this implementation step and any of the steps in the following subparagraphs, during Implementation, Client shall (i) designate a point person at Client's corporate office (such as a controller) to serve as project manager for Client, (ii) provide LeaseQuery with, as applicable, an accurate, complete and detailed explanation of Client's cost centers, profit centers, business units, divisions, regions and locations, (iii) within no more than 30 days after LeaseQuery's request, provide LeaseQuery with Client's accurate and complete organizational structure chart showing which leases roll-up into which entities, and if and how those entities roll-up into a parent entity for financial reporting purposes, and (iv) provide any other information requested by LeaseQuery in order to complete this implementation step. In addition, LeaseQuery personnel will be available during Implementation to conduct a remote training session (not to exceed four hours) to educate Client's authorized users on the Solution. In the event Client requests any additional training, LeaseQuery may provide such training at its then-current applicable hourly rates pursuant to subparagraph (d) of this section.

(b) Bulk Record Template Configuration and Upload. Solely to the extent included in the Sales Order, LeaseQuery will review with Client a standard template for the bulk upload of Records. During Implementation, Client will populate the template with all necessary lease data and provide LeaseQuery with the properly populated template in Microsoft Excel, which LeaseQuery will use to perform a bulk upload of such Records into the Solution; provided, however, that any time devoted by LeaseQuery to correcting errors in the Client-populated template in excess of eight (8) hours shall not be included in the fee for this service and will be invoiced separately at LeaseQuery's then-current standard hourly rates. Client acknowledges that it may be necessary or more efficient to manually enter leases with complex or nonstandard terms (such as real estate leases with escalation clauses, for example). For the avoidance of doubt, this implementation service is limited to the bulk upload of lease data in order to create Records in the Solution, and it

does not include the upload of any source documents, such as lease agreements, which may be uploaded by Client or, at Client's request, by LeaseQuery pursuant to the following subparagraph.

(c) Lease Analysis and Record Entry. Solely to the extent set forth in the Sales Order, LeaseQuery will analyze Client's leases provided by Client in the format requested by LeaseQuery and enter any related Records into the Solution. If requested by Client, LeaseQuery will also upload the lease agreements (as source documents) and attach each such agreement to the Record to which it relates. If, pursuant to the Sales Order, Client purchases an initial implementation package for lease analysis and Record entry services covering up to a certain number of Records (typically referred to as "Option 1" in the Sales Order), during Implementation Client will provide LeaseQuery with all information (in the format requested by LeaseQuery) necessary to analyze such leases, enter the Records and perform any other Professional Services related thereto.

(d) Other Professional Services. As part of the implementation of the Solution and/or on an ongoing basis, LeaseQuery may provide additional Professional Services in the form, type and manner mutually agreed by the parties, subject to the terms of this Agreement and any applicable Sales Order.

2.4 Limitations of Services. Client acknowledges that LeaseQuery is not a registered public accounting firm, and some or all of the Professional Services may be performed by individuals who are not certified public accountants. LeaseQuery's performance of services, including the provision of access to the Solution and the performance of any Professional Services, does not constitute an audit in accordance with generally accepted auditing standards, an examination of or any other form of assurance with respect to internal controls, or other attestation, review or compilation services in accordance with standards or rules established by the American Institute of Certified Public Accountants, the Public Company Accounting Oversight Board or any other regulatory body. LeaseQuery will not express, and will not be deemed to have expressed, an opinion or any other form of assurance with respect to any matters as a result of the performance of any such services, including with respect to Client's financial statements or Client's operating or internal controls. LeaseQuery will not perform, and will not be deemed to have performed, any evaluation of Client's internal controls and procedures for financial reporting upon which Client's management can base its assertions in connection with the Sarbanes-Oxley Act of 2002, as amended, or any related rules or regulations. LeaseQuery will not make any representations or warranties and will not provide any assurances that Client's disclosure controls and procedures are compliant with the certification requirements of, or that Client's internal controls and procedures for financial reporting are effective as required by, any applicable law. Neither the Solution nor any Professional Services may be relied upon to identify errors or fraud should they exist. Client acknowledges and agrees that LeaseQuery is not, and will not agree to be named as, an expert under the Securities Act of 1933, as amended, or any other state or federal securities laws.

3. CLIENT DUTIES AND RESPONSIBILITIES.

3.1 Use of Output and Professional Services. Client's access to the Solution and Client's use of any outputs therefrom, all Professional Services and all other deliverables by LeaseQuery, shall be solely for Client's benefit and are not intended to be relied upon, and shall not be relied upon, by any other party. Client shall not disclose the outputs, Professional Services or other deliverables, or refer to the Solution, outputs therefrom, Professional Services or other deliverables, in any communication to any third party other than (i) Client's independent auditors solely in connection with their audit of Client's financial statements, or (ii) Certified Service Partners solely for the purpose of providing In-Scope CSP Services for Client and provided such Certified Service Partners comply with the restrictions set forth in this sentence. In the event Client creates its own materials based on the content of the outputs, Professional Services or other deliverables for disclosure to a third party, Client shall not in any way, expressly or by implication, attribute such materials to LeaseQuery or identify LeaseQuery as the source of the content reflected in such Client-created materials.

3.2 Restrictions on Use of the Solution. Client shall not (i) use the Solution in any way that violates the terms of this Agreement, the Documentation, any applicable Sales Order or applicable law; (ii) modify, copy or create any derivative works based on, or reverse engineer or decompile, the Solution, Documentation or any portion thereof; (iii) attempt to license, sell, resell, rent, lease, transfer, assign, distribute, time share, offer in a service bureau, or otherwise share Client's access to the Solution with any third party, except that such access may be shared as permitted under this Agreement with Client's employees (provided that separate login credentials are created for and used by each authorized user) and, solely for the purpose of providing In-Scope CSP Services for Client, a Certified Service Partner; (iv) use Client's access to the Solution or Documentation for any benchmarking or competitive purpose or to build or design any commercially available product or service; (v) interfere with or disrupt performance of the Solution or the data contained therein; (vi) attempt to gain access to the Solution or LeaseQuery's related systems or networks in a manner not set forth in this Agreement; (vii) use Client's access to the Solution to send or store infringing, obscene, threatening, or otherwise unlawful or tortious material, including, without limitation, material that violates privacy, confidentiality, Intellectual Property Rights or other rights of third parties; or (viii) share any Sensitive Personal Information with LeaseQuery or enter, or cause or request to be entered, any such information into the Solution; or (ix) access the Solution for the benefit of, or for any purpose if Client is, a competitor of LeaseQuery. Client shall be liable for the acts and omissions of all Client-authorized users relating to this Agreement or any Sales Order. LeaseQuery may alter, suspend or discontinue all or a portion of Client's access to the Solution if LeaseQuery reasonably suspects that (a) Client's access to the Solution may be causing harm to LeaseQuery or other users, or (b) such suspension is necessary to comply with law or a

request from a law enforcement agency or to prevent, remediate or mitigate an actual or potential security incident. LeaseQuery will use commercially reasonable efforts to resolve the issues causing the suspension of Solution. Client agrees that no information obtained through the Solution or the Professional Services will be acquired for, shipped, transferred, or re-exported, directly or indirectly, to proscribed or embargoed countries or their nationals, nor be used for nuclear activities, chemical biological weapons, or missile projects unless authorized by the U.S. government. Proscribed countries are set forth in the U.S. Export Administration Regulations and are subject to change without notice, and Client must comply with the list as it exists in fact. Client certifies that neither it nor any of its users are on the U.S. Department of Commerce's Denied Persons List or affiliated lists or on the U.S. Department of Treasury's Specially Designated Nationals List. Client shall reimburse LeaseQuery for all costs incurred in enforcing the use restrictions in this Section, including, without limitation, attorneys' fees, legal costs, and court or arbitration costs.

3.3 Responsibility for Client Data. Client is exclusively responsible for its financial statements and the accuracy, quality and legality of all Client Data, including, without limitation, obtaining all required authorizations, permissions and consents necessary for LeaseQuery and its contractors and subcontractors to access and use the Client Data in accordance with this Agreement. LeaseQuery shall not be responsible for (i) any Client Data entered into the Solution by Client, or (ii) any judgments made (whether by Client or LeaseQuery) with respect to any inaccuracies, ambiguities or inconsistencies in any lease agreement containing Client Data. Client is responsible for the use of the output which it obtains from the Solution. Client acknowledges that the Solution shall not serve as Client's sole repository for its lease documentation. Although copies of Client's lease documentation may be stored in the Solution, Client shall retain the original documentation or copies thereof.

3.4 Responsibility for Users and Authentication Credentials. Client shall (i) be responsible for safeguarding its user names and passwords, (ii) be responsible for the identification and authentication of its users and any access, whether or not authorized by Client, to the Solution that results from the actions or omissions of Client or any of its personnel, and (iii) notify LeaseQuery promptly of any unauthorized access or use.

3.5 Cooperation with Provision of Professional Services. Client shall cooperate reasonably and in good faith with LeaseQuery in the execution of the Professional Services by, without limitation, (i) attending and actively participating in scheduled meetings; (ii) promptly providing complete, accurate and timely information, data and responses as requested by LeaseQuery; and (iii) promptly completing any other tasks or approvals that are reasonably necessary to enable LeaseQuery to efficiently complete the Professional Services.

3.6 Certified Service Partners. In the event that Client elects to engage any Certified Service Partner to provide any In-Scope CSP Services, Client (i) acknowledges and agrees that any services provided by any Certified Service Partner shall be provided directly to Client, solely for the benefit of and reliance by Client, and subject to any terms or conditions that may be entered into directly between Client and such Certified Service Partner; (ii) acknowledges and agrees that no such Certified Service Partner shall be deemed a subcontractor, agent or client of LeaseQuery, and LeaseQuery shall have no responsibility for, and shall have no obligation to review, any services provided by any Certified Service Partner; and (iii) hereby releases LeaseQuery from any claims arising out of or relating to any services provided by any Certified Service Partner for Client.

4. INTELLECTUAL PROPERTY RIGHTS.

4.1 Ownership; Reservation of Rights. LeaseQuery owns and reserves all right, title and interest in and to the Solution, Documentation and other LeaseQuery Intellectual Property Rights. No rights are granted to Client under this Agreement or any Sales Order other than as expressly set forth in this Agreement. Under no circumstance will Client have the right to access the object code or source code for the Solution. By submitting Client Feedback, Client hereby assigns to LeaseQuery all right, title and interest in and to such Client Feedback to LeaseQuery. LeaseQuery shall have no obligation to accept or incorporate Client Feedback, and Client shall have no obligation to provide Client Feedback.

4.2 Client Data. Client agrees to allow LeaseQuery to collect Client Data and use Client Data for the purposes of providing the Solution and performing the Professional Services and to create Aggregated Data. As between Client and LeaseQuery, Client owns all Client Data, and LeaseQuery owns all Aggregated Data. Nothing in this Agreement shall be construed as prohibiting LeaseQuery from utilizing the Aggregated Data for purposes of LeaseQuery's business, provided that LeaseQuery's use of Aggregated Data will not reveal the identity, whether directly or indirectly by a reasonably foreseeable method, of Client, any individual or any specific data entered by Client (or by LeaseQuery on behalf of Client) into the Solution.

4.3 Professional Services; Preexisting Materials. In connection with the provision of Professional Services, each party shall be the sole and exclusive owner of all Intellectual Property Rights in and to its Preexisting Materials and any modifications, derivatives, or improvements it makes thereto. Except as expressly set forth herein, both parties understand and agree that no license, right, title or interest in any of the other party's Preexisting Materials or Intellectual Property Rights is granted under this Agreement and neither party will gain by virtue of this Agreement or any Sales Order any rights of ownership in any Intellectual Property Rights or Preexisting Materials owned by the other party. Neither party shall make, have made, sell, offer to sell, use, disclose, reproduce, distribute, perform,

display, modify, copy or create derivative works of any of the other party's Preexisting Materials or Intellectual Property Rights in any form or forum without the other party's prior written consent. Notwithstanding the foregoing, during the term of this Agreement, Client grants LeaseQuery a royalty-free, nonexclusive, nontransferable right to use Client's Preexisting Materials and Client's Intellectual Property Rights to the extent necessary for LeaseQuery to perform the Professional Services requested by Client.

4.4 Indemnification for Infringement. Subject to Section 8 of this Agreement, LeaseQuery shall indemnify, defend and hold Client harmless from and against any third-party claims or suits arising out of actual infringement by the Solution and the reports generated by the Solution of the third-party's Intellectual Property Rights, provided that (i) Client immediately notifies LeaseQuery in writing of the third-party claim, (ii) Client tenders to LeaseQuery complete control of the defense, and (iii) Client cooperates with LeaseQuery in its defense of the claim at LeaseQuery's expense. These obligations of LeaseQuery do not apply with respect to claims arising out of or related to Client Data or to portions or components of the Solution or reports generated by the Solution (A) that (in the case of reports generated by the Solution) are modified (other than by LeaseQuery) after delivery by LeaseQuery, (B) where Client continues the allegedly infringing activity after being notified thereof, or (C) where Client's use of the Solution or reports generated by the Solution is not in accordance with this Agreement and the applicable Sales Order. If LeaseQuery or Client is enjoined from providing access to, or using, the Solution or LeaseQuery reasonably believes that LeaseQuery or Client will be enjoined, LeaseQuery shall have the right, at its sole option, to obtain for Client the right to continue to access the Solution or to replace or modify the Solution so that it is no longer infringing. If neither of the foregoing options is commercially practicable to LeaseQuery, then Client's access to the Solution may be terminated at the option of LeaseQuery and LeaseQuery shall refund or offset against other amounts due to LeaseQuery any prepaid subscription fees prorated for the portion of the then-current term remaining after the effective date of the termination. The obligations set forth in this paragraph shall be LeaseQuery's sole and exclusive obligations, and Client's sole and exclusive remedy, for infringement.

5. FEES; CHARGES.

5.1 Invoices; Payment. Fees and expenses will be invoiced to Client in accordance with the terms and conditions of this Agreement, unless otherwise agreed by the parties and set forth in the applicable Sales Order. All fees and expenses due under this Agreement or any Sales Order shall be due and payable within thirty (30) days of the date the invoice is certified for payment. County Auditor-Controller shall certify an undisputed invoice within 10 business days of receipt of invoice. Client shall provide LeaseQuery with complete and accurate billing and contact information, including a valid email address for receipt of invoices, and shall promptly update LeaseQuery with any changes to such information. Except as specifically set forth in this Agreement, all payment obligations are non-cancelable and all payments made are non-refundable.

5.2 Subscription Fees. LeaseQuery reserves the right to adjust the subscription fees in connection with any renewal of the Sales Order. Except to the extent the applicable Sales Order specifically provides that subscription fees are to be calculated on a per-Record basis, all subscription fees are based on access rights acquired and shall not be contingent on any actual access, the entry of any Records or the completion of any Client-requested software integration or software development. In the event that an applicable Sales Order provides that additional or supplemental fees shall be payable if a specified number of Records is exceeded (a "Record Threshold"), unless otherwise provided in such Sales Order, (i) the number of Records to be measured against the Record Threshold shall be calculated as the maximum number of Records maintained by the Solution at any time during the term of any Sales Order, and (ii) once such Record Threshold has been exceeded, such additional or supplemental fees may be invoiced, and shall be payable, in advance for the remainder of the then-current term and shall be calculated based on the number of full or partial months (without intramonth proration) from the date such Record Threshold is exceeded through the end of the then-current term.

5.3 Fees for Professional Services. Unless otherwise agreed upon by the parties, all Professional Services specifically described in a Sales Order shall be provided at the hourly or per-Record rate or fixed fee set forth in such Sales Order, provided that LeaseQuery reserves the right to change such hourly or per-Record rates upon 60 days' notice (which may be in the form of an invoice) in connection with a renewal of the Sales Order. Any fees for lease analysis and Record entry services set forth in the Sales Order (whether paid upfront based on a maximum number of Records or per-Record on an ongoing basis) include, for each Record, one original lease and one amendment. An additional $50 fee will apply for each additional amendment (invoiced monthly in arrears). To the extent LeaseQuery does not receive during Implementation (and, with respect to Client's accurate and complete organizational structure as described in Section 2.3(a) of this Agreement, within no more than 30 days after LeaseQuery's request) information necessary to complete any of the implementation-related Professional Services described in Section 2 of this Agreement, LeaseQuery will reallocate its resources as needed to perform such Professional Services after Implementation at LeaseQuery's then-current standard hourly rates or, in the case of lease analysis and Record entry services, at the per-Record rate set forth in the Sales Order for such services provided at an "as needed" basis (typically under "Option 2" in the Sales Order). Unless otherwise specified in an applicable Sales Order, all Professional Services shall be provided on a time and materials basis at LeaseQuery's then-current standard rates and invoiced in arrears no more frequently than on a monthly basis in increments not to exceed one hour.

5.4 Suspension of Services. Without limiting any of LeaseQuery's rights to suspend or discontinue access to the Solution pursuant to any other provision of this Agreement, LeaseQuery may, without liability to Client, alter, suspend, or discontinue all or a portion of

Client's access to the Solution and/or the Professional Services at any time if LeaseQuery believes in good faith that Client has breached, or intends to breach, any of the terms of this Agreement or any Sales Order, including, without limitation, the failure to pay any invoiced fees or expenses in a timely manner.

5.5 Taxes. LeaseQuery's fees do not include any Taxes. Client is responsible for paying all Taxes related to this Agreement or any Sales Order, excluding LeaseQuery's income taxes. If LeaseQuery has a legal obligation to pay or collect Taxes for which Client is responsible under this section, regardless of when LeaseQuery is made aware of such legal obligation, the appropriate amount shall be invoiced to and promptly paid by Client (without reducing the amount of fees or expense reimbursements to which LeaseQuery is entitled under this Agreement and any Sales Order), unless Client provides LeaseQuery with a valid tax exemption certificate authorized by the appropriate taxing authority.

6. TERM AND TERMINATION.

6.1 Term. This Agreement shall be in effect for so long as any Sales Order signed by both parties has not expired or been terminated (each, an "Sales Order"). This Agreement shall automatically terminate upon the expiration or termination of all Sales Orders. Unless otherwise specified in the Sales Order, the term of each Sales Order shall commence on the date such Sales Order is last signed by the parties and shall automatically terminate upon the conclusion of the initial term set forth in such Sales Order (the "Initial Term"), unless the parties agree in writing to renew the Sales Order or execute a new Sales Order for an additional term (each, a "Renewal Term"). Notwithstanding the foregoing, if Client continues to access the Solution after the termination of the Sales Order related thereto, such access shall be subject to the terms of this Agreement (with the exception of Client having any obligation to pay LeaseQuery for any such access in the event such access is not a Renewal Term). In the event either party declines to renew any Sales Order in accordance with the preceding sentence for any or no reason, such party shall not have any liability to the other party merely as a result of such non-renewal, including without limitation any claim for detrimental reliance.

6.2 Termination by Either Party for Breach. Any Sales Order may be terminated by either party if the other party materially breaches the terms or conditions of this Agreement with respect to such Sales Order and the breaching party fails to cure such breach within 60 days of the date that written notice of the breach is given by the non-breaching party.

6.3 Termination for Conflict with Law. Any Sales Order may be immediately terminated by LeaseQuery with written notice to Client if LeaseQuery determines that the provision of services in exchange for the fees as set forth in this Agreement or in the applicable Sales Order may be in conflict with law or would subject LeaseQuery to industry-specific registration, certification, licensing or similar requirements.

6.4 Termination Based on Written Notice. Any Sales Order may be terminated by either party for any reason by giving written notice of termination to the other party at least thirty (30) days prior to the effective date of termination; provided, however, that for the avoidance of doubt, a termination of a Sales Order or this Agreement by Client pursuant to this Section 6.4 shall not (1) entitle Client to any full or partial refund of any fees or expenses paid, including without limitation any prepaid subscription fees for any remaining unexpired term, or (2) relieve Client from paying any fees, expenses or interest incurred under this Agreement before the date of termination. Such notice shall set forth the effective date of termination.

6.5 Termination for Lack of Government Funding. Client's payments to LeaseQuery under a Sales Order or 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 Client's purchase of the indicated quantity of services, then the Client may give written notice of this fact to LeaseQuery, and the obligations of the parties under this Agreement or Sales Order shall terminate immediately, or on such date thereafter, as the Client my specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement or Sales Order.

6.6 Effect of Termination. Upon a termination of any Sales Order or this Agreement for any reason, Client shall promptly (but in no event within more than 60 days) pay LeaseQuery all amounts owed as of the effective date of the termination, including, without limitation, the subscription fees for the unexpired then-current term (to the extent not already paid). Client may export its Client Data at any point during the term of this Agreement, provided such access has not been suspended in accordance with the terms of this Agreement. In addition, LeaseQuery will retain the Client Data stored in the Solution for at least 90 days following the effective date of the termination of this Agreement. Upon LeaseQuery's receipt during such 90-day period of Client's written request, so long as all amounts due to LeaseQuery under this Agreement and all Sales Orders have been paid, LeaseQuery will make all such Client Data available to Client in a .csv or other mutually agreeable format. Following this 90-day period, Client may permanently lose its data.

7. REPRESENTATIONS; WARRANTIES; DISCLAIMERS.

7.1 Representations and Warranties. Each party represents, with respect to this Agreement and any applicable Sales Order, that (i) it has the requisite power, authority and capacity to enter into this Agreement or the Sales Order, and (ii) this Agreement and the Sales

Order each constitute a legal, valid and binding obligation, enforceable against such party. Client represents and warrants that it (a) is not a competitor of LeaseQuery and (b) has obtained all required authorizations, permissions and consents necessary for LeaseQuery and its contractors and subcontractors to access and use the Client Data for the purposes described herein. LeaseQuery warrants that (1) the Solution shall operate materially in accordance with the terms of this Agreement and the applicable Sales Order, provided that Client's sole and exclusive remedy for noncompliance with the SLAs set forth in Exhibit A are as set forth in Exhibit A; and (2) any Professional Services shall be performed in good faith.

7.2 Warranty Remedies. To receive remedies for LeaseQuery's breach of a warranty, Client must promptly report the breach of warranty in writing to LeaseQuery no later than thirty (30) days of the first date the deficiency is identified by Client. As Client's sole and exclusive remedy and LeaseQuery's sole liability for an act or omission constituting a breach of warranty, (i) LeaseQuery shall correct the deficiency at no additional charge to Client, or (ii) in the event it is not commercially practicable for LeaseQuery to correct such deficiencies after good-faith efforts, LeaseQuery shall refund to Client or offset against other amounts due to LeaseQuery any fees paid allocable to the defective portion of the service from the date LeaseQuery received such notice.

7.3 WARRANTY DISCLAIMER. Except for the limited warranties expressly provided in Section 7.1 of this Agreement and to the maximum extent permitted by applicable law, LeaseQuery makes no warranties of any kind, whether express, implied, statutory or otherwise, and specifically disclaims all implied warranties, including, without limitation, any warranties of merchantability or fitness for a particular purpose with respect to the Solution, Professional Services and/or related documentation. LeaseQuery does not warrant that the Solution will be error free or uninterrupted or that any integration with a third-party software provider will remain available for the duration of Client's subscription. Loss of internet access or failure of any third-party software, hardware or other interfacing or communicating device is Client's responsibility and is not warranted by LeaseQuery.

8. LIMITATION OF LIABILITY; INDEMNIFICATION.

8.1 DISCLAIMER OF CERTAIN DAMAGES. Under no circumstances shall LeaseQuery or any of its affiliates or subcontractors have any liability whatsoever for (i) any damages of any kind arising out of any interruption in availability of internet connectivity or the Solution, (ii) any damages of any kind arising out of errors in the entry of Records, or (iii) any consequential, indirect, incidental, punitive, special or exemplary damages, loss of client's profit or revenue, loss of use, loss of data or business interruption damages.

8.2 LIMITATION OF LIABILITY. To the maximum extent permitted by applicable law, in no event shall the aggregate liability of LeaseQuery or any of its affiliates or subcontractors, regardless of the cause and regardless of any other failure of any provision or undertaking in this Agreement, under contract, tort or any other theory of liability (including claims alleging negligence), exceed (i) in case of causes of action that arise out of or relate to Professional Services, the total amounts paid by Client to LeaseQuery for the Professional Services giving rise to the claim during the six months preceding the date such cause of action arises, and (ii) in the case of any other cause of action, 50% of the annualized subscription fee (to the extent paid by Client) as of the date such cause of action arises, except to the extent resulting from LeaseQuery's willful misconduct or bad faith. In circumstances where any limitation of liability or indemnification provision in this agreement is unavailable, the aggregate liability of LeaseQuery and its affiliates and subcontractors for any claim shall not exceed an amount that is proportional to the relative fault that the conduct of LeaseQuery and its affiliates and subcontractors bears to all other conduct giving rise to such claim.

8.3 INDEMNIFICATION. To the maximum extent permitted by applicable law, Client shall indemnify and hold harmless LeaseQuery, its affiliates and subcontractors, and their respective personnel from all claims, liabilities and expenses (including, without limitation, attorneys' fees) attributable to claims of third parties relating to or resulting from the use of the Solution or the use or disclosure of any outputs therefrom, any Professional Services or any other deliverables from LeaseQuery. This indemnification provision applies regardless of whether the third-party claim is caused or alleged to be caused in whole or in part by the indemnified party; provided, however, that it shall not apply to the extent of LeaseQuery's willful misconduct or bad faith.

9. CONFIDENTIALITY.

Each party acknowledges that in the course of this Agreement, it may have access to and may be making use of, acquiring or adding to Confidential Information of the other party. Each party hereby confirms that it will not, using at least the same degree of care as it employs in maintaining in confidence its own Confidential Information of a similar nature (but in no event less than a reasonable degree of care), disclose any such Confidential Information to a third party except with the prior written consent of the other party or as specifically provided in this Agreement. This Agreement imposes no confidentiality obligation upon the receiving party with respect to information that (i) was in the receiving party's possession before receipt from the disclosing party without an obligation to keep such information confidential; (ii) is or becomes available to the public through no fault of the receiving party; (iii) is received in good faith

by the receiving party from a third party not subject to an obligation of confidentiality owed to the disclosing party and who discloses the Confidential Information without an obligation of confidentiality; or (iv) is disclosed as required by law or regulation, to respond to governmental inquiries, or in connection with litigation pertaining hereto, provided in each case that the party so compelled promptly provides the other party with prior notice of such compelled disclosure (to the extent legally permitted) and provides reasonable assistance, at the other party's cost, if the other party wishes to contest or otherwise limit the disclosure. If a party discloses (or threatens to disclose) any Confidential Information of the other party in breach of confidentiality protections in this Section, the other party shall have the right, in addition to any other remedies available, to seek injunctive relief to enjoin such acts, it being acknowledged by the parties that any other available remedies may be inadequate. Client hereby consents to LeaseQuery disclosing Client's Confidential Information to contractors providing administrative, infrastructure and other support services to LeaseQuery, subcontractors providing services in connection with this Agreement, whether inside or outside of the United States, and actual or potential investors or acquirers. With respect to any NDA, notwithstanding anything to the contrary in such NDA, the obligations of the parties under such NDA shall be superseded in their entirety by the observance by the parties of the confidentiality obligations in this Agreement, and any Confidential Information shared under such NDA shall be treated as Confidential Information under this Agreement.

10. MISCELLANEOUS.

10.1 Notices. All notices, requests, consents, claims, demands, waivers and other legal communications related to this Agreement or any Sales Order shall be deemed to have been delivered (i) if delivered personally to the recipient or to an officer of the party, when received by such party, (ii) if delivered via certified mail, on the third Business Day following dispatch, or (iii) if delivered by nationally recognized overnight courier (with all fees prepaid), on the first Business Day following dispatch; provided, however, that (in the case of subclauses (i) through (iii) of this sentence) such notice shall be deemed effective only if delivered in accordance with this sentence and only if delivered to, or to the attention of, the individual(s) and address set forth in the Sales Order. Notwithstanding the foregoing, all notices provided in accordance with Section 5 or the last sentence of this Section 10.1 and consents provided in accordance with Section 10.3 may be provided via email, and any such notice or consent provided via email shall be deemed effective when such email is sent. Each party may modify its recipient of notices or the address for notices by providing notice pursuant to this Agreement.

10.2 Force Majeure. Neither party will be liable for any act, omission, or failure to fulfill its obligations under this Agreement or any Sales Order if such act, omission, or failure arises from any Force Majeure Event. The party unable to fulfill its obligations due to the Force Majeure Event will as soon as practicable notify the other in writing of the reasons for its failure to fulfill its obligations and the effect of such failure and use reasonable means to avoid or remove the cause and perform its obligations.

10.3 Third-Party Links. The Solution may contain Third-Party Links. Anything accessed through Third-Party Links from the Solution are independent from LeaseQuery, and LeaseQuery has no control over the software, website, security or information accessed through the Third-Party Links. Any Third-Party Links are provided to Client as a convenience, and LeaseQuery is not responsible for any Third-Party Links or any content thereof. In addition, provision of the Third-Party Links does not imply that LeaseQuery endorses or accepts any responsibility for the content or use of such Third-Party Links or the content thereof. Client acknowledges integrated third-party software providers may discontinue the integration with the Solution with or without notice, and LeaseQuery shall not be responsible for any discontinued integration.

10.4 Entire Agreement; Amendment and Modification. This Agreement (together with any Sales Order) contains the entire agreement and understanding among the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof, including, without limitation, any NDA. Payment of invoices shall not be dependent upon a Client-generated purchase order. Client's provision of any such purchase order under this Agreement shall be for the informational purposes only, and such purchase order will not modify the terms or become part of this Agreement, or otherwise affect either party's rights or obligations, in any way. The express terms of this Agreement control and supersede any course of performance or usage of the trade inconsistent with any of the terms of this Agreement. No modification, amendment, or waiver of any provision of this Agreement or any Sales Order shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted.

10.5 Interpretation. This Agreement is the result of negotiations between, and has been reviewed by, the parties and their respective legal counsel, and shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. Headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement. If any date on which a party is required to make a payment or a delivery pursuant to the terms of this Agreement or a Sales Order is not a Business Day, then such party shall make such payment or delivery on the preceding Business Day. Any schedules and exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

10.6 Severability. If any provision of this Agreement or any Sales Order is held to be invalid, illegal, or unenforceable, such provision will be deemed restated, in accordance with applicable law, to reflect as nearly as possible the original intentions of the parties, and the remainder of this Agreement or such Sales Order will remain in full force and effect.

10.7 Waiver. Failure of either party to seek remedy of any breach of any portion of this Agreement or any Sales Order by the other party from time to time shall not constitute a waiver of such rights in respect to the same or any other breach.

10.8 Assignment. Client shall not assign, voluntarily or involuntarily, all or any portion of this Agreement (or any Sales Order) without the prior written consent of LeaseQuery, provided that, upon advance written notice to LeaseQuery, Client may assign all (or a portion) of its rights and obligations under this Agreement (together with all Sales Orders) without LeaseQuery's consent to a successor by merger or a purchaser of all or substantially all of Client's assets, but only if, as reasonably determined by LeaseQuery, such successor or purchaser is not a competitor of LeaseQuery. In the event of a purported assignment or delegation of any of Client's rights or obligations under this Agreement (or any Sales Order) made in violation of this section, such assignment or delegation shall be void, and LeaseQuery shall have the right to terminate this Agreement immediately upon written notice to Client without limiting any of LeaseQuery's other rights or remedies herein. Any assignment or delegation that is made in accordance with this section shall be binding upon and shall inure to the benefit of the parties and their respective permitted successors and assigns.

10.9 No Third-Party Beneficiaries. This Agreement and any Sales Order are for the sole benefit of the parties hereto and their respective permitted successors and assigns and nothing herein or in any Sales Order, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement or any Sales Order.

10.10 Limitation on Actions. No action relating to any Dispute (other than to collect unpaid invoices) may be brought more than one year after the cause of action accrued, and Client shall not raise any Dispute based on the alleged inaccuracy of an invoice more than ninety (90) days after the invoice date.

10.11 Survival. Notwithstanding anything herein to the contrary, the provisions of Section 1, Section 3.1, Section 3.2, Section 3.6, Section 4, Section 5.5, Section 6.4, Section 8, Section 9 and Section 10 hereof shall survive any termination or expiration of this Agreement.

10.12 Conflicts. In the event of a conflict between the terms of this Agreement and a Sales Order, the terms of this Agreement shall control, except to the extent that a Sales Order expressly provides that certain provisions therein shall control over specified provisions of this Agreement.

10.13 Governing Law. Issues of arbitrability shall be determined by an arbitrator in accordance with the federal substantive and procedural laws relating to arbitration; in all other respects, all matters arising out of or relating to this Agreement or any Sales Order shall be governed, construed and enforced in accordance with the laws of the State of Delaware, without reference to the conflicts of law principles that would require the application of any other law.

10.14 Arbitration. Any Dispute (including, without limitation and for the avoidance of doubt, the determination of the scope or applicability of this Section) shall be finally determined and resolved on an individual basis by binding arbitration in Atlanta, Georgia. The arbitration shall be administered by JAMS Mediation, Arbitration and ADR Services ("JAMS") pursuant to its Comprehensive Arbitration Rules and Procedures or pursuant to JAMS' Streamlined Arbitration Rules and Procedures, if applicable (collectively, the "Rules") that are in effect at the time of the commencement of the arbitration, except to the extent modified by this section. LeaseQuery and Client agree that, by choosing individual arbitration as the means of dispute resolution, each party waives the right to a jury trial and to assert class or collective action claims against the other. The obligation to arbitrate shall extend to and encompass any claims that either party may have or assert against any of the other party's personnel. The arbitration shall be conducted before one arbitrator to be appointed in accordance with the applicable provisions of the JAMS Rules. No arbitrator may serve as an arbitrator with respect to the Dispute unless such arbitrator agrees in writing to abide by the terms of this section. Except with respect to the interpretation and enforcement of these arbitration procedures, the arbitrator shall apply the governing law set forth herein in connection with the Dispute. The arbitrator shall have no power to award damages inconsistent with this Agreement, including the limitations on liability herein. To the extent the arbitration is governed by JAMS' Streamlined Arbitration Rules and Procedures, no discovery shall be permitted in connection with the arbitration, except to the extent that it is expressly authorized by the arbitrator upon a showing of substantial need by the party seeking discovery. The parties and the arbitrator shall maintain the confidential nature of the arbitration proceeding and the award, including the hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., and judgment on the arbitrator's award may be entered in any court having jurisdiction thereof. This clause shall not preclude LeaseQuery from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. Except as set forth in Section 3.2 and Section 5.1 of this Agreement, each party shall bear its own costs in connection with a Dispute, including, without limitation, attorneys' fees and arbitration costs, provided that the parties shall share the fees and expenses of the arbitration tribunal and arbitrator equally.

10.15 If Client is a U.S. federal government department or agency or contracting on behalf of such department or agency, all services described herein, including the provision of access to the Solution and all Professional Services, are "Commercial Items" as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as those terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, and supporting Professional Services in accordance with paragraph (5) of the definition of "Commercial Item" in 48 C.F.R. §2.101. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, access to the Solution and supporting Professional Services are provided to Client with only those rights as provided under the terms and conditions of this Agreement and any applicable Sales Order.

10.16 Multiple Counterparts. This Agreement and any Sales Order may be executed in multiple counterparts, including facsimile signatures (e.g., pdf files) and digital signatures using digital software that electronically captures, or otherwise allows a signatory to adopt, an identifying mark as such person's signature to this Agreement or such Sales Order (e.g., Docusign®), each of which shall be deemed an original, but all of which shall be deemed to be one and the same agreement. A signed copy of this Agreement or a Sales Order delivered by e-mail or other means of electronic communication shall be deemed to have the same legal effect as delivery of an original signed copy.

11. INSURANCE REQUIREMENTS.

11.1 Evidence of Coverage. Prior to commencement of this Agreement, LeaseQuery shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained.

This verification of coverage shall be sent to the Client's Contracts/Purchasing Office, unless otherwise directed. LeaseQuery shall not receive approval for services for work under this Agreement until all insurance has been obtained as required. This approval of insurance shall neither relieve nor decrease the liability of LeaseQuery under this Agreement.

11.2 Qualifying Insurers. All coverage 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.

11.3 Insurance Coverage Requirements. Without limiting LeaseQuery duty to indemnify Client as set forth in this Agreement, LeaseQuery 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 with a combined single limit of not less than $1,000,000 per occurrence.

Workers Compensation Insurance, as required by law.

Cyber Security Liability insurance with a limit no less than $8,000,000 per claim of $8,000,000 in aggregate.

Client shall be given notice in writing within thirty (30) days if LeaseQuery no longer satisfies the requirements of this Addendum.

Prior to the execution of this Agreement by the Client, LeaseQuery shall file certificates of insurance with the Client's contract administrator and the Client's Contracts/Purchasing Office, showing that LeaseQuery has in effect the insurance required by this Agreement. 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.

LeaseQuery shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send following demand by Client, certificates to Client's Contract Administrator and Client's Contracts/Purchasing Office, no more frequently than annually. Failure by LeaseQuery to maintain such insurance coverage is a breach of this Agreement.

* * *

IN WITNESS WHEREOF, the parties hereto have executed this Subscription Agreement as of the date last signed below.

County of Monterey, a political subdivision of the State of California

By: DocuSigned by: 5D20CB585A18490... Date: 3/24/2021 | 11:03 AM PDT
Department Head

Approved as to form.

By: DocuSigned by: Stacy Saetta C0ECE1B99F444A9... Date: 3/15/2021 | 5:13 PM PDT
County Counsel

Approved as to Fiscal Provisions.

By: DocuSigned by: Gary Giboney D8834BEEC1D8449... Date: 3/15/2021 | 7:48 PM PDT
Auditor-Controller

LeaseQuery, LLC

By: DocuSigned by: Chris Ramsey 48041ADC1BF6462...

Name: Chris Ramsey

Title: Chief Revenue Officer

Date: 3/15/2021 | 4:43 PM PDT

DocuSign Envelope ID: DCCB19FB-9567-4256-99B8-CAE41F3B2270

Exhibit A
Service Level Agreements (SLAs)

LeaseQuery's Solution is a software-as-a-service based on a multi-tenanted operating model that applies common, consistent management practices for all clients using the service. This common operating model, which requires LeaseQuery to make uniform availability commitments across its client base, allows LeaseQuery to provide the high level of service reflected in its agreements with its clients. Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Agreement.

1. **Service Availability.** LeaseQuery's service availability commitment for a given calendar month is 99.9%, excluding Planned Maintenance. For purposes of calculating service availability, (i) "Total" means the total minutes in the month; (ii) "Unplanned Outage" means the total minutes for which Client notifies LeaseQuery within 30 days after the end of the applicable month and LeaseQuery confirms that the Solution is unavailable due to an unplanned outage during the month; and (iii) "Planned Maintenance" means the total minutes of planned maintenance during the month. Planned Maintenance will occur only between 12:00 a.m. (midnight) and 2:00 a.m. (Eastern Daylight Time), Monday through Friday, or, on Friday and Saturday, between 11:00 p.m. and 5:00 a.m. the following morning (Eastern Daylight Time). All times are subject to change upon reasonable notice. If actual maintenance occurs outside of the times reserved for Planned Maintenance, such time is considered an Unplanned Outage. If actual maintenance is less than the time reserved for Planned Maintenance, the difference will not be applied as a credit to offset any Unplanned Outage time for the month. The measurement point for service availability is the availability of the Solution at the hosting data center's internet connection points. Service availability is calculated per month as follows:

$$\left(\frac{\text{Total} - \text{Unplanned Outage} - \text{Planned Maintenance}}{\text{Total} - \text{Planned Maintenance}} \right) \text{ X } 100 \geq 99.9\%$$

2. **Noncompliance with Service Availability Commitment**. The consequences of a failure by LeaseQuery to meet the service availability commitment set forth above are set forth below:

(a) First month of missed availability: If requested by Client, the parties shall meet telephonically, at Client's request, to discuss potential corrective actions.

(b) Second consecutive month: 10% of the subscription fee for the applicable month.

(c) Third consecutive month: 20% of the subscription fee for the applicable month.

(d) Fourth consecutive month: 30% of the subscription fee for the applicable month.

(e) Fifth consecutive month: 40% of the subscription fee for the applicable month.

(f) Sixth consecutive month: 50% of the subscription fee for the applicable month.

(g) More than six consecutive months: Within 30 days of such failure, either party shall have the option to terminate the Agreement.

Credits shall be deducted from subsequent invoices for subscription fees or other fees or, upon the expiration or termination of the Agreement, paid to Client directly or offset against other amounts due to LeaseQuery hereunder. The remedies set forth in this exhibit shall be Client's sole remedies and LeaseQuery's sole liability for missed service availability commitments.

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 John M. Phillips to:

Agreement No.: A-15847
a. Approve and authorize the Auditor-Controller to sign a Renewal Sales Order with LeaseQuery, LLC, applying the terms and conditions of the parties' previously Board-approved Subscription Agreement ("Agreement") dated March 23, 2021, for a software tool for analysis of County's real property and other types of leases in compliance with Governmental Accounting Standards Board (GASB) Statement No. 87, extending the agreement for an additional one-year term (retroactive to March 23, 2022 through March 22, 2023), for a revised total agreement term of March 23, 2021 through March 22, 2023, and adding $2,455 for a total agreement liability of $59,355; and
b. Authorize the Auditor-Controller to amend the total liability of the Agreement by no more than ten percent (10%) ($5,690) of the original cost of the Agreement.

PASSED AND ADOPTED on this 7th day of June 2022, by roll call vote:

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

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting June 7, 2022.

Dated: June 13, 2022
File ID: 22-344
Agenda Item No.: 56

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

Julian Lorenzana, Deputy

DocuSign Envelope ID: 6A9ABFCD-F550-4F6C-B482-E21DBE31B135

LeaseQuery
COMPLEX ACCOUNTING SIMPLIFIED

SALES ORDER (Renewal)

Date	3/23/2022
Expiration Date	3/22/2023

LeaseQuery, LLC

3 Ravinia Drive NE
Suite P7
Atlanta, GA 30346
(800) 880-7270
LeaseQuery.com

Client

County of Monterey, a political subdivision of the State of California
168 West Alisal Street
Salinas, California 93901
Attention: Rupa Shah
(831) 755-5115
shahr@co.monterey.ca.us

Key Subscription Terms

Renewal Term (commencing on March 24, 2022) — 12 months

PRODUCTS	AMOUNT	PAYABLE
Subscription for LeaseQuery Advanced, up to 275 Records (annual amount shown) ($7.35 per additional Record, monthly)	$24,255	Annual amounts payable in advance for full applicable term. Additional per-Record fee payable in advance for full remaining term

Terms and Conditions

As of the date set forth above, Client hereby subscribes to the Solution and services described in this Sales Order. This Sales Order shall be governed by the terms and conditions set forth herein and in the LeaseQuery Subscription Agreement entered into by the parties on 3/23/2021 (as amended, the "Terms"). Capitalized terms used but not defined in this Sales Order shall have the meaning set forth in the Terms.

Signatures

Agreed to by County of Monterey, a political subdivision of the State of California ("Client"):

By:

Name:

Title: Auditor-Controller

Date:

Agreed to by LeaseQuery, LLC ("LeaseQuery"):

By:

Name: David Clark

Title:

Date:

DocuSign Envelope ID: 6A9ABFCD-F550-4F6C-B482-E21DBE31B135

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

DocuSigned by:
Debra Wilson
Contracts/Purchasing Officer

Dated: 5/16/2022 | 2:39 PM PDT

Approved as to Fiscal Provisions:

DocuSigned by:
Gary Giboney
Deputy Auditor/Controller

Dated: 5/2/2022 | 1:28 PM PDT

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

DocuSigned by:
Stacy Saetta
Deputy County Counsel

Dated: 5/2/2022 | 1:29 PM PDT

CONTRACTOR

By: DocuSigned by: David Clark
Signature of Chair, President, or Vice-President

VP, Customer Experience
Printed Name and Title

Dated: 5/2/2022 | 1:24 PM PDT

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

Printed Name and Title

Dated:

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

Monterey County
Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

Board Order

A motion was made by Supervisor Chris Lopez, seconded by Supervisor Wendy Root Askew to:

Agreement No.: A-16220
a. Approve and authorize the Auditor-Controller to sign a Renewal Sales Order with LeaseQuery, LLC, applying the terms and conditions of the parties' previously Board-approved Subscription Agreement ("Agreement") dated March 23, 2021, for a software tool for analysis of County's real property and other types of leases in compliance with Governmental Accounting Standards Board (GASB) Statement No. 87 and No. 96, extending the agreement for an additional one-year term (retroactive to March 24, 2023 through March 23, 2024), for a revised total agreement term of March 23, 2021 through March 23, 2024, and adding $29,784 for a total agreement liability of $89,139; and
b. Authorize the Auditor-Controller to sign future amendments to this Agreement where the amendment do not significantly change the scope of work and do not cause an increase of more than 10% ($5,690) of the original contract amount.

PASSED AND ADOPTED on this 18th day of April 2023, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew, and Adams
NOES: None
ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting April 18, 2023.

Dated: April 20, 2023
File ID: 23-249
Agenda Item No.: 45

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

Emmanuel H. Santos

Emmanuel H. Santos, Deputy

DocuSign Envelope ID: DCCB19FB-9567-4256-99B8-CAE41F3B2270

LeaseQuery
COMPLEX ACCOUNTING SIMPLIFIED

SALES ORDER (Renewal)

Date	3/3/2023
Original Sales Order #	Q-11103
Renewal Sales Order #	Q-18942
Expiration Date	3/24/2023

LeaseQuery, LLC

3 Ravinia Drive NE
Suite P7
Atlanta, GA 30346
(800) 880-7270
LeaseQuery.com

Client

County of Monterey, a political subdivision of the State of California
168 West Alisal Street
Salinas, California 93901
Attention: Rupa Shah
(831) 755-5115
shahr@co.monterey.ca.us

Length of Subscription

Renewal Term (commencing on March 24, 2023) 12 months

Recurring Services

	Annual Amount
Platform/Edition	
LeaseQuery Annual Subscription up to 300 Records	$28,764
Fixed access subscription for GASB 96 (Records aggregated with platform subscription; annual access fee shown)	$1,020

Notes

- **For recurring services, the annual amounts shown above are payable in advance upon execution of this Sales Order for the full length of the subscription shown above. For non-recurring services, the one-time fees shown above are payable upon execution of this Sales Order.**
- An additional platform subscription fee of $7.99 per Record per month (invoiced in advance for the full remaining term) will apply for any Records in excess of the maximum number of Records for the LeaseQuery Advanced platform subscription.
- Contract analysis and Record entry services may be provided on an as needed and as requested basis for $250 per Record, invoiced monthly in arrears.

Terms and Conditions

As of the date set forth above, Client hereby subscribes to the Solution and services described in this Sales Order. This Sales Order shall be governed by the terms and conditions set forth herein and in the LeaseQuery Subscription Agreement entered into by the parties on 3/23/2021 (as amended, the “Subscription Agreement”). Capitalized terms used but not defined in this Sales Order shall have the meaning set forth in the Subscription Agreement.

Signatures

County of Monterey, a political subdivision of the State of California ("Client"):

By: _____

Name: _____

Title: _____

Date: _____

LeaseQuery, LLC ("LeaseQuery"):

By: DocuSigned by: Joe Gruca E69B456F62984DD...

Name: Joe Gruca

Title: CRO

Date: 3/15/2023 | 10:00 AM PDT

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

DocuSigned by:
Debra R. Wilson
7B741937AA0D41B...
Contracts/Purchasing Officer

Dated: 3/15/2023 | 7:08 PM PDT

Approved as to Fiscal Provisions:

DocuSigned by:
Bruce Mousa
811C333563B9474...
Deputy Auditor/Controller

Dated: 3/15/2023 | 11:25 AM PDT

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

DocuSigned by:
Stacy Saetta
C0ECE1B99F444A9...
Deputy County Counsel

Dated: 3/15/2023 | 10:01 AM PDT

CONTRACTOR

By: DocuSigned by:
Joe Gruca
E69B456F62984DD...
Signature of Chair, President, or Vice-President

Joe Gruca
Printed Name and Title

Dated: 3/15/2023 | 10:00 AM PDT

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

Printed Name and Title

Dated:

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

DocuSign Envelope ID: 778ED99F-E68F-4906-9550-F442104C40AB

LeaseQuery
COMPLEX ACCOUNTING SIMPLIFIED

CHANGE ORDER

Date	11/28/2023
Change Order #	Q-27322
Expiration Date	12/20/2023

LeaseQuery, LLC

3 Ravinia Drive NE
Suite P7
Atlanta, GA 30346
(800) 880-7270
LeaseQuery.com

Client

County of Monterey, a political subdivision of the State of California
168 West Alisal Street
Salinas, California 93901
Attention: Siomara Barajas
8317555303
barajass@co.monterey.ca.us

Length of Subscription

Change Order Start Date: 10/6/2023

Contract Start Date: 3/24/2023

Recurring Services	Annual Amount	Balance Due
Platform/Edition		
Platform subscription for LeaseQuery Advanced, Amended from 300 Records to 400 Records	$9,588	$4,468.00

Terms and Conditions

This Change Order no. Q-27322 amends Sales Order no. Q-18942 entered into by the parties on 3/14/2023 (the "Sales Order"). Except as expressly amended hereby, the Sales Order shall remain in full force and effect in accordance with its terms. The Sales Order, as modified by this Change Order, the Subscription Agreement governing the terms of the Sales Order and this Change Order together constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior understandings, proposals, negotiations and communications, oral or written, between the parties or their representatives with respect to the subject matter hereof.

Signatures

County of Monterey, a political subdivision of the State of California ("Client"):

By: DocuSigned by: 5020CB565A18490...

Name: Rupa Shah

Title: Auditor-Controller

Date: 12/18/2023 | 3:09 PM PST

LeaseQuery, LLC ("LeaseQuery"):

By: Joe Gruca (Dec 11, 2023 16:42 EST)

Name: Joe Gruca

Title: CRO

Date: Dec 11, 2023

DocuSign Envelope ID: B0F9081D-E163-4C0E-93A7-23AA084812EA

FinQuery™
Formerly LeaseQuery

SALES ORDER (Renewal)

Date	2/19/2024
Original Sales Order #	Q-18942
Renewal Sales Order #	Q-29419
Expiration Date	3/19/2024

FinQuery, LLC

3 Ravinia Drive NE
Suite P7
Atlanta, GA 30346
(800) 880-7270
FinQuery.com

Client

County of Monterey, a political subdivision of the State of California
168 West Alisal Street
Salinas, California 93901
Attention: Siomara Barajas
8317555303
barajass@co.monterey.ca.us

Length of Subscription

Renewal Term (commencing on March 24, 2024)	12 months

Recurring Services

	Annual Amount
Platform/Edition	
Platform subscription for LeaseQuery Advanced Signature (first 40 Records included)	$6,654
Subscription for additional 410 Records	$32,718
Additional Products and Services	
Subscription for sandbox environment	$0

Notes

- **For recurring services, the annual amounts shown above are payable in advance upon execution of this Sales Order for the full length of the subscription shown above. For non-recurring services, the one-time fees shown above are payable upon execution of this Sales Order.**
- The subscription for LeaseQuery Advanced Signature includes access to the FinQuery platform and FinQuery's LeaseQuery Advanced Signature lease accounting solution, access to FinQuery's Help Center and FinQuery Academy (which includes video and written instructions), daily live agent hours, email support, AI-assisted Record entry, support team call backs upon request, and extended support hours.
- If the maximum number of Records for the platform subscription for LeaseQuery Advanced Signature is exceeded, an additional platform subscription fee of $6.65 per Record per month will apply, invoiced in advance for the full remaining term.
- Contract analysis and Record entry services may be provided on an as needed and as requested basis for $250 per Record, invoiced monthly in arrears.
- FinQuery will provide Client with a secondary environment, referred to as a sandbox, that will enable users to process lease changes, policy updates, journal entries and reports without affecting the production environment. This sandbox environment will be a clone of the existing production environment as of the date requested by Client in writing. Upon Client's request, FinQuery will perform additional data clones for Client from production to sandbox environment not more then once per year. FinQuery requires at least one month of lead time for such requests to align the proper resources and to properly reconcile data that has been cloned from the production environment to the sandbox environment.

Terms and Conditions

As of the date set forth above, Client hereby subscribes to the Solution and services described in this Sales Order. This Sales Order shall be governed by the terms and conditions set forth herein and in the FinQuery Subscription Agreement entered into by the parties on 3/24/2021 (as amended, the "Subscription Agreement"). Capitalized terms used but not defined in this Sales Order shall have the meaning set forth in the Subscription Agreement.

Signatures

County of Monterey, a political subdivision of the State of California ("Client"):

By: DocuSigned by: Debra Wilson 7B741937AA0D41B...

Name: Debra Wilson

Title: Contracts & Purchasing Officer

Date: 3/1/2024 | 7:11 PM PST

FinQuery, LLC ("FinQuery"):

By: Joe Gruca (Feb 28, 2024 14:48 EST)

Name: Joe Gruca

Title: CRO

Date: Feb 28, 2024

DocuSign Envelope ID: B0F9081D-E163-4C0E-93A7-23AA084812EA

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

DocuSigned by:
Debra Wilson
7B741937AA0D41B...
Contracts/Purchasing Officer

Dated: 3/1/2024 | 7:11 PM PST

Approved as to Fiscal Provisions:

DocuSigned by:
Jennifer Forsyth
4E7E657875454AE...
Deputy Auditor/Controller

Dated: 3/1/2024 | 5:22 PM PST

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

DocuSigned by:
Stacy Saetta
C0ECE1B99F444A9...
Deputy County Counsel

Dated: 3/1/2024 | 8:36 AM PST

CONTRACTOR

By: Joe Gruca (Feb 28, 2024 14:48 EST)
Signature of Chair, President, or Vice-President

Joe Gruca CRO
Printed Name and Title

Dated: Feb 28, 2024

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

Printed Name and Title

Dated:

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

Docusign Envelope ID: 90F608E5-62CA-4B11-962E-643365BFCBFF

FinQuery
Formerly LeaseQuery

SALES ORDER (Renewal)

Date	2/4/2025
Original Sales Order #	Q-29419
Renewal Sales Order #	Q-40818
Expiration Date	3/3/2025

FinQuery, LLC

3 Ravinia Drive NE
Suite P7
Atlanta, GA 30346
(800) 880-7270
FinQuery.com

Client

County of Monterey, a political subdivision of the State of California
168 West Alisal Street
Salinas, California 93901
Attention: Siomara Barajas
8317555303
barajass@co.monterey.ca.us

Length of Subscription

Renewal Term (commencing on March 24, 2025) 12 months

Recurring Services	Annual Amount
FinQuery Platform Signature Package	$3,300
LeaseQuery Advanced, up to 500 LeaseQuery Records	$40,800
Additional Products and Services	
Subscription for sandbox environment	$0

Notes

- **For recurring services, the annual amounts shown above are payable in advance upon execution of this Sales Order for the full length of the subscription shown above. For non-recurring services, the one-time fees shown above are payable upon execution of this Sales Order.**
- The subscription for the FinQuery Platform Signature includes access to the FinQuery platform, access to FinQuery's Help Center and FinQuery Academy (which includes video and written instructions), daily live agent hours, email support, AI-assisted LeaseQuery Record entry, support team call backs upon request, extended support hours, and FinQuery's SLAs available at https://finquery.com/SLAs.pdf.
- If the maximum number of LeaseQuery Records for LeaseQuery Advanced is exceeded, an additional subscription fee of $6.80 per LeaseQuery Record per month will apply, invoiced in advance for the full remaining term.
- LeaseQuery contract analysis and Record entry services may be provided on an as needed and as requested basis for $250 per LeaseQuery Record, invoiced monthly in arrears.
- FinQuery will provide Client with a secondary environment, referred to as a sandbox, that will enable users to process lease changes, policy updates, journal entries and reports without affecting the production environment. This sandbox environment will be a clone of the existing production environment as of the date requested by Client in writing. Upon Client's request, FinQuery will perform additional data clones for Client from production to sandbox environment not more then once per year. FinQuery requires at least one month of lead time for such requests to align the proper resources and to properly reconcile data that has been cloned from the production environment to the sandbox environment.

Terms and Conditions

As of the date set forth above, Client hereby subscribes to the Solution and services described in this Sales Order. This Sales Order shall be governed by the terms and conditions set forth herein and in the FinQuery Subscription Agreement entered into by the parties on 3/24/2021 (as amended, the "Subscription Agreement"). Capitalized terms used but not defined in this Sales Order shall have the meaning set forth in the Subscription Agreement.

Signatures

County of Monterey, a political subdivision of the State of California ("Client"):

By: DocuSigned by: Debra Wilson 7B741937AA0D41B...

Name: Debra Wilson

Title: Contracts & Purchasing Officer

Date: 2/28/2025 | 9:56 AM PST

FinQuery, LLC ("FinQuery"):

By: Kenny Stevens

Name: Kenny Stevens

Title: VP Customer Success and Grov

Date: Feb 28, 2025

Docusign Envelope ID: 90F608E5-62CA-4B11-962E-643365BFCBFF

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

DocuSigned by:
Debra Wilson
7B741937AA0D41B...
Contracts/Purchasing Officer

Dated: 2/28/2025 | 9:56 AM PST

Approved as to Fiscal Provisions:

DocuSigned by:
Patricia Ruiz
E79EF64E57454F8...
Deputy Auditor/Controller

Dated: 2/28/2025 | 9:11 AM PST

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

DocuSigned by:
Stacy Saetta
C0ECE1B99F444A9...
Deputy County Counsel

Dated: 2/28/2025 | 8:42 AM PST

CONTRACTOR

By: Kenny Stevens
Signature of Chair, President, or Vice-President

Kenny Stevens VP Customer Success and Growth
Printed Name and Title

Dated: 02/28/2025

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

Printed Name and Title

Dated:

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

County of Monterey

Board Report

Legistar File Number: 26-217

Item No.33

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

March 17, 2026

Introduced: 3/6/2026

Current Status: General Government - Consent

Version: 1

Matter Type: General Agenda Item

a. Approve the Memorandum of Understanding (MOU) for the Union of American Physicians and Dentist (UAPD), Unit U for the period September 6, 2025, through June 30, 2028.
b. Approve the Memorandum of Understanding (MOU) for the Monterey County Sheriff's Management Association (MCSMA), Unit C for the period July 1, 2024, through June 30, 2027.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
Approve the Memorandum of Understanding (MOU) for the Union of American Physicians and Dentist (UAPD), Unit U for the period September 6, 2025, through June 30, 2028.

Approve the Memorandum of Understanding (MOU) for the Monterey County Sheriff's Management Association (MCSMA), Unit C for the period July 1, 2024, through June 30, 2027.

SUMMARY/DISCUSSION:
Union of American Physicians and Dentist (UAPD) and the County of Monterey reached a Tentative Agreement (TA) for the Bargaining Unit U on August 19, 2024. On August 19, 2024, the UAPD confirmed the TA had been ratified. This TA was considered and approved by the Board of Supervisors on August 26, 2025, in closed session.

Monterey County Sheriff's Management Association (MCSMA) and the County of Monterey reached a Tentative Agreement (TA) for the Bargaining Unit C on October 4, 2025. On October 4, 2024, the UAPD confirmed the TA had been ratified. This TA was considered and approved by the Board of Supervisors on October 17, 2025, in closed session.

Parties have met and finalized the formal Memoranda of Understanding (MOU) which provides for changes to wages and benefits as presented.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS: The UAPD, MCSMA and County of Monterey staff contributed to the development of the MOU as presented.

HOUSING IMPACTS:
___Reduces constraints on Housing Development
___Increases constraints on Housing Development

___Neutral
_X__Not applicable [N/A]

QUALITATIVE SUMMARY of potential impacts of the policy/program on Housing: NA

HOUSING CONSTRAINTS: NA

FINANCING: The corresponding departments shall absorb the annualized cost of this agreement on FY 2024-25 and FY 2025-26. If needed, the department will request additional funding during the budget process in FY 2026-27.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
One or two sentences explaining how this recommendation supports/advances the Board of Supervisors Strategic Plan Goals. Reference to any Key Objectives and/or Milestones that are related.

Mark a check to the related Board of Supervisors Strategic Plan Goals:
____ Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities
____ Diverse and Thriving Economy
____ Dynamic Organization and Employer of Choice

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

__X__ Administrative The approval of this MOU by the Board of Supervisors will support the agreement of Monterey County and the Union.

Link to the Strategic Plan:
<https://www.countyofmonterey.gov/home/showdocument?id=139569>

Prepared by: Ariana Hurtado, Assistant Director of Human Resources, (831) 784-5638

Approved by: Andreas Pyper, Director of Human Resources (831) 755-5034

Attachments:
Board Report
Attachment A - UAPD Final MOU
Attachment B - MCSMA Final MOU
Attachment C - MCSMA Draft Redline MOU

Introduced: 3/6/2026
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

a. Approve the Memorandum of Understanding (MOU) for the Union of American Physicians and Dentist (UAPD), Unit U for the period September 6, 2025, through June 30, 2028.

b. Approve the Memorandum of Understanding (MOU) for the Monterey County Sheriff's Management Association (MCSMA), Unit C for the period July 1, 2024, through June 30, 2027.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
Approve the Memorandum of Understanding (MOU) for the Union of American Physicians and Dentist (UAPD), Unit U for the period September 6, 2025, through June 30, 2028.

Approve the Memorandum of Understanding (MOU) for the Monterey County Sheriff's Management Association (MCSMA), Unit C for the period July 1, 2024, through June 30, 2027.

SUMMARY/DISCUSSION:
Union of American Physicians and Dentist (UAPD) and the County of Monterey reached a Tentative Agreement (TA) for the Bargaining Unit U on August 19, 2024. On August 19, 2024, the UAPD confirmed the TA had been ratified. This TA was considered and approved by the Board of Supervisors on August 26, 2025, in closed session.

Monterey County Sheriff's Management Association (MCSMA) and the County of Monterey reached a Tentative Agreement (TA) for the Bargaining Unit C on October 4, 2025. On October 4, 2024, the UAPD confirmed the TA had been ratified. This TA was considered and approved by the Board of Supervisors on October 17, 2025, in closed session.

Parties have met and finalized the formal Memoranda of Understanding (MOU) which provides for changes to wages and benefits as presented.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS: The UAPD, MCSMA and County of Monterey staff contributed to the development of the MOU as presented.

HOUSING IMPACTS:
___Reduces constraints on Housing Development
___Increases constraints on Housing Development

___Neutral
_X__Not applicable [N/A]

QUALITATIVE SUMMARY of potential impacts of the policy/program on Housing: NA

HOUSING CONSTRAINTS: NA

FINANCING: The corresponding departments shall absorb the annualized cost of this agreement on FY 2024-25 and FY 2025-26. If needed, the department will request additional funding during the budget process in FY 2026-27.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
One or two sentences explaining how this recommendation supports/advances the Board of Supervisors Strategic Plan Goals. Reference to any Key Objectives and/or Milestones that are related.

Mark a check to the related Board of Supervisors Strategic Plan Goals:
_____Well-Being and Quality of Life
_____Sustainable Infrastructure for the Present and Future
_____Safe and Resilient Communities
_____Diverse and Thriving Economy
_____Dynamic Organization and Employer of Choice

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

__X___Administrative The approval of this MOU by the Board of Supervisors will support the agreement of Monterey County and the Union.

Link to the Strategic Plan:
<https://www.countyofmonterey.gov/home/showdocument?id=139569>

Prepared by: Ariana Hurtado, Assistant Director of Human Resources, (831) 784-5638
DocuSigned by:
Ariana Hurtado
B7B5A979E979458...
Approved by: Andreas Pyper, Director of Human Resources (831) 755-5034
DocuSigned by:
Andreas Pyper
A63AF9DEE9544A7...

Attachments:
Board Report
Attachment A - UAPD Final MOU
Attachment B - MCSMA Final MOU
Attachment C - MCSMA Draft Redline MOU

MEMORANDUM OF UNDERSTANDING

Between

County of Monterey

And

Union of American Physicians and Dentists Bargaining Unit U

September 6, 2025, through June 30, 2028,

Table of Contents

ARTICLE 1 RECOGNITION 5

ARTICLE 2 SCOPE OF MEMORANDUM OF UNDERSTANDING 5

ARTICLE 3 AUTHORIZED AGENTS 5

ARTICLE 4 SEPARABILITY 5

ARTICLE 5 MANAGEMENT RIGHTS 6

ARTICLE 6 UNION RIGHTS 6

6.1 Email Communications 6

6.2 Bargaining Unit Employee Information 6

6.3 New Hire Orientation 7

ARTICLE 7 TERM 7

ARTICLE 8 WAGES 7

8.1 Wages 7

8.2 Labor Management Discussion 8

8.3 Payroll and Time Reporting 8

8.4 Paycheck Errors 8

ARTICLE 9 SPECIAL PAY PRACTICES 8

9.1 Employee Referral Bonus Program 8

9.2 Temporary Special Assignment Pay 8

9.3 Mobile Phone & Wireless Devices 9

9.4 Extra Shift Pay for Physicians 9

9.5 Professional Expense Stipend 9

9.6 Bilingual and Multilingual Pay 10

9.7 Multilingual Pay 10

9.8 Special Assignment- Health Department Only 11

9.9 Certification Pay- Health Department Only 12

ARTICLE 10 EMPLOYMENT AGREEMENT 13

ARTICLE 11 EMPLOYMENT STATUS 13

ARTICLE 12 PERFORMANCE STANDARDS 14

12.1 Performance Standards 14

12.2 Performance Evaluations 14

12.3 Performance Improvement Plan (PIP) 15
12.4 Performance Accountability 15
ARTICLE 13 TRANSFERS 15
13.1 Transfers-Voluntary/Involuntary 15
ARTICLE 14 HOLIDAYS AND LEAVES 15
14.1 Holidays 15
14.2 Military Leave 16
14.3 Family Care Usage 16
14.4 Parental/Maternity Leave 17
14.5 Leave of Absence Without Pay 17
14.6 Paid Time Off (PTO)- Natividad Only 18
14.7 Annual Leave- Health Department Only 19
14.8 Paid Time Off/ Annual Leave Buyback/Cash Out 19
14.9 Paid Time/Annual Leave Off Emergency Buyback/Cashout 20
14.10 Continuing Medical Education 21
ARTICLE 15 BENEFITS 21
15.1 The Flexible Benefits Plan 21
15.2 Flexible Benefits Plan Contributions 22
15.3 Retiree Health Insurance 23
15.4 Physical Examinations 24
15.5 Benefits Allowance 24
15.6 Workers Compensation 24
15.7 Voluntary Optional Policies 24
15.8 Health Flexible Spending Accounts (FSA) 25
15.9 Dependent Care Assistance Program (DCAP) 25
15.10 Life Insurance 25
15.11 Long Term Disability 25
ARTICLE 16 RETIREMENT BENEFITS 25
16.1 California Public Employees' Retirement System (CalPERS) 25
16.2 Legislative Changes 26
16.3 Deferred Compensation 26

16.4 Military Service Credit 26
16.5 Peace Corp / AmeriCorps/ VISTA 26
16.6 Employment Agreement Retirement Contribution 26
ARTICLE 17 GRIEVANCE PROCEDURE 27
ARTICLE 18 ARBITRATION 31
ARTICLE 19 DISCIPLINE 32
ARTICLE 20 CALL OFF 34
ARTICLE 21 PROFESSIONAL PRACTICE COMMITTEE- HEALTH DEPARTMENT 35
21.1 Health Department – Labor Management Meetings 35
21.2 Health Department Workgroups – Primary Care Clinics Only 35
ARTICLE 22 COMPLIANCE WITH ETHICS AND LAWS 35
22.1 Licensing 35
22.2 Medical License Reimbursement 36
ARTICLE 23 JURY DUTY 36
ARTICLE 24 EMERGENCY AUTHORITY 36
ARTICLE 25 NO STRIKE NO LOCK OUT 37
ARTICLE 26 WORK ENVIRONMENT 37
26.1 Workplace Environment 37
26.2 Anti-Bullying and Retaliation 37
ARTICLE 27 FULL UNDERSTANDING, MODIFICATION, WAIVER 37

ARTICLE 1 RECOGNITION

This Memorandum of Understanding is made and entered between the County of Monterey (herein called the "County") and the Union of American Physicians and Dentists (herein called UAPD or Union).

This Memorandum is the result of both parties meeting and conferring in good faith. This agreement shall be effective and binding only upon final approval by UAPD and the Monterey County Board of Supervisors. Any provision of this agreement requiring the Board of Supervisors action shall not become effective until approved by the Board.

The County recognizes UAPD as the exclusive bargaining representative for Unit U.

ARTICLE 2 SCOPE OF MEMORANDUM OF UNDERSTANDING

Unless specifically stated otherwise, this Memorandum of Understanding shall not apply to the following:

- Employees in the OB Fellowship Program
- Employees serving as medical directors or service directors

This Memorandum of Understanding shall not apply to any independent contractor positions contracted by the County of Monterey.

ARTICLE 3 AUTHORIZED AGENTS

For purposes of administering the terms and provisions of this Memorandum of Understanding:

Management's principal authorized agent shall be:
County Administrative Officer, or duly authorized representative
Mailing address: 168 West Alisal St, 3rd Floor, Salinas, California 93901 Attention Labor Relations Division.
Telephone (831) 755-5115

UAPD principal authorized agent:
UAPD shall provide written notification to the County of authorized representative(s) in January of every calendar year.

ARTICLE 4 SEPARABILITY

If any section, subsection, paragraph, clause or phrase of this Agreement is, for any reason, held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this Agreement, it being hereby expressly declared that this document, each section, subsection, paragraph, sentence, clause and phrase

thereof, would have been adopted irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

ARTICLE 5 MANAGEMENT RIGHTS

The County will continue to have, whether exercised or not, all the rights, powers and authority heretofore existing, including, but not limited to the following: determine the standards of services to be offered by the constituent departments; determine the standards of selection for employment; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; issue and enforce rules and regulations; maintain the efficiency of governmental operations; determine the methods, means and personnel by which the County operations are to be conducted; determine job classifications of County employees; exercise complete control and discretion over its work and fulfill all of its legal responsibilities. All the rights, responsibilities and prerogatives that are inherent in the County by virtue of all federal and state laws, regulations and provisions cannot be subject to any grievance or arbitration proceeding.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board of Supervisors, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent of such specific and express terms thereof are in conformance with the Constitution and Laws of the United States and the Constitution and Laws of the State of California.

ARTICLE 6 UNION RIGHTS

6.1 Email Communications

A) Documents Sent Electronically via E-Mail

The parties agree that documents sent electronically via e-mail are an acceptable form of communication and proof of service for timeline requirements and are allowed specifically in place of Certified U.S. Mail, wherever required in the labor contract. The "timestamp" of the e-mail by the receiving party is controlling. Parties further agree to discuss relevant e-mail records to assist in resolving any disputes regarding timeline requirements. Furthermore, digital signatures will be an acceptable form of executing agreements, signing correspondence and completing required forms, as necessary. Items sent by Certified U.S. mail will still be acceptable, but not required. The parties may designate which type of document will go to a specific e-mail address. Each party will give the other party the name(s) of persons or mailbox and their e-mail address as the official recipient of such documents.

6.2 Bargaining Unit Employee Information

A comprehensive list of all employees covered by this MOU will be submitted by the County to UAPD on a biweekly basis with the following information as available at the time the report is generated:

- Full Name,

- Employee Number,
- Job Classification,
- Department,
- Work Location (department name and location of employee),
- Work Phone (if available),
- Work Email (if available),
- Personal Email (if available),
- Home Address,
- Mailing Address (if different than home address),
- Home Phone (if available),
- Cellular Phone (if available),
- Monthly Gross Salary and Full Time Equivalent (FTE),
- Date of Hire (effective date of change),
- Employment Status (to include the date of separation, retirement, leave of absence, if available).

This list should be sent in an electronic format that both UAPD and the County agree upon.

6.3 New Hire Orientation
Employees newly hired into Unit U may, at the request of UAPD be permitted thirty (30) minutes to meet with a representative at their work location to receive UAPD membership information provided at the orientation.

ARTICLE 7 TERM

The term of this 3-year Memorandum of Understanding is from September 6, 2025 to June 30, 2028 when said Memorandum shall expire and be of no further force or effect.

ARTICLE 8 WAGES

8.1 Wages
The County will provide a wage increase to the base salary schedule to UAPD represented classifications as follows:

- Year 1- 4.0% increase to the employees base wages as stipulated in the individual employment contract (effective the first full pay period following UAPD ratification and Board of Supervisors approval of this agreement).
- Year 2- 4.0% increase to the employees base wages as stipulated in the individual employment contract effective the first full pay period following July 1, 2026
- Year 3- 4.0% increase to the employees base wages as stipulated in the individual employment contract effective the first full pay period following July 1, 2027.

The parties agree to reopen this Article if there is a significant reduction in Federal funding.

8.2 Labor Management Discussion
Parties agree to meet at least once a year to discuss concerns related to departmental practices used to determine individual physician compensation and potential concerns with Fair Market Value. The review shall include an analysis of the pay practices for similarly situated employees.

8.3 Payroll and Time Reporting
Consistent with 29 CFR § 541.710, exempt employees who do not work a full scheduled day, for personal reasons or because of illness or injury, shall have their leave accrual deducted or in the event of insufficient leave accruals, shall have their pay deducted for the absence.

8.4 Paycheck Errors
8.4.1 Overpayment
In the event one or more overpayment error(s) occur which result in a net overpayment of more than fifty dollars ($50), the employee will be allowed to repay the overpayment in the same amount and manner as the overpayment occurred or according to a mutually agreed payment plan. The employee will be notified prior to the start of the repayment deduction(s) except that an employee who is separating from county employment shall have all monies due the County withheld from his/her final paycheck.

8.4.2 Underpayment
Where a payroll underpayment occurs, solely due to an employer error, the department will work with the impacted employee and the Auditor-Controller's Office to expedite payment, on a case by case basis. The department and the Auditor-Controller will work towards correcting the employer error as soon as possible or within the next full pay period.

ARTICLE 9 SPECIAL PAY PRACTICES

9.1 Employee Referral Bonus Program
UAPD-represented employees shall be eligible for the Employee Referral Bonus Program as provided in the Personnel Policies and Practices Resolution.

The provisions of this item shall be administered by the Department Head but shall in no way establish any right to any type of overtime compensation for overtime exempt employees, regardless of whatever records are kept by the Department Head. Unit U employees designated as service directors or hiring authorities shall not be eligible for this provision.

9.2 Temporary Special Assignment Pay
Employees shall be eligible for Temporary Special Assignment Pay as provided in the County Board Policy Manual PPPR- Temporary Special Assignment Pay P-80 Policy.

When a Department Head identifies the need for a Temporary Special Assignment Pay in accordance with Administrative Procedure A.9.14(a) Temporary Special Assignment Pay, they must complete the appropriate request form to the Director of Human Resources for approval prior to the effective date of the assignment.

9.3 Mobile Phone & Wireless Devices

Employees shall be eligible for either a cell phone stipend or receive a County issued wireless device in accordance with policy A-15 Monterey County Staff Mobile Phone & Wireless Device Policy as found in the County of Monterey Board Policy Manual.

9.4 Extra Shift Pay for Physicians

Unit employees shall be eligible for extra shift pay provisions in accordance with Section A.12.7 of the County of Monterey Personnel Policies and Practices Resolution (PPPR) No. 98-394.

9.5 Professional Expense Stipend

In accordance with applicable County policies, the Employee may attend professional meetings, schools, conferences or conventions away from the assigned worksite. The Employee may be eligible to receive a Professional Expense Stipend, as set forth below, to be used for Employee's expenses incurred while attending professional meetings, schools or conventions when: 1) the Employer approves the time away from the worksite in advance; *and* 2) the Employer agrees that such attendance will benefit the Department and its patients.

Payment of the Professional Expense Stipend shall be subject to the conditions and limitations set forth below:

A. Employed Physicians in Unit U who work at least a 0.5 FTE shall be paid a taxable Professional Expense Stipend of $5,000 within first two full pay period after date of hire and annually thereafter upon receipt of the Professional Expense Stipend Request Form. Employees are required to complete and submit the required form to their respective Human Resources Department at least two (2) weeks prior to the employee's eligible date to ensure that the premium pay is processed in a timely manner. Employees shall be eligible for the professional Expense Stipend twelve (12) months after they last received it. Employees must be in paid status during the pay period in which the stipend is paid in order to be eligible to receive the stipend for that calendar year. Eligible employees who work at least a 0.5 FTE but less than a 1.0 FTE shall receive a prorated amount based on their FTE (e.g., 0.9 = $4,500, calculated as $5,000 x 90% = $4,500).
B. All registration fees, travel and lodging expenses are to be paid directly by the Employee.

C. Employees shall utilize PTO or CME for approved time off.

9.6 Bilingual and Multilingual Pay

9.6.1 Administration:

The Director of Human Resources or his/her designee is responsible for administration of the bilingual program including approval of bilingual position designations and proficiency testing and certification.

Administration responsibilities shall also include a periodic review of the number and location of bilingual position designations.

9.6.2 Testing:

A. Should any employee transfer to a position which doesn't require bilingual skills (as defined by the Human Resources Department) that employee shall not continue to receive bilingual pay.

B. To continue to receive bilingual pay, the employee shall be retested as deemed necessary by the department but no less than every 5 years.

C. Bilingual pay shall be effective the first full pay period following the successful completion of the bilingual test.

9.6.3 Bilingual Skill Pay

An eligible employee who has successfully passed a language proficiency test in a language acceptable to the department shall receive a bilingual differential of $45 per pay period.

9.7 Multilingual Pay

Unit U employees which are required to utilize language skills of three or more languages on a regular basis shall be designated as trilingual positions. A trilingual designation is assigned to a position, not an incumbent, and in the event the incumbent moves to another position or if the trilingual designation of the position is removed because the duties no longer meet the criteria for such designation, his/her trilingual pay will cease.

Employees who are in trilingual designated positions and are currently eligible for bilingual pay in accordance with Article 8.10 above shall be paid a trilingual pay differential of fifty dollars ($50) per month for each additional language listed below for which they receive certification of proficiency.

- Triqui
- Chatino
- Zapoteco
- Mixteco
- ASL

9.8 Special Assignment- Health Department Only

9.8.1 Special Assignment Clinics and Behavioral Health

The Health Department Director or designee can assign Unit U physicians on special assignment based on operational need.

9.8.2 Advance Practitioner Provider Duties: Clinic Services and Behavioral Health

Provided a physician meets the definition of a supervising physician in the California Business and Professions Code Section 3501, the Physician may be assigned APP (Advance Practitioner Provider- NP and PA) Supervision Duties.

Providers providing Advance Practitioner duties will be provided a base wage stipend of $4.33 per hour (roughly equivalent to $9,006 per year) for each APP that they supervise, up to a maximum of four (4) APP.

- If a physician supervises two APP, then they will receive a base wage stipend of $8.66 per hour.
- If a physician supervises three APP, they will receive a base wage stipend of $12.99 per hour.
- If a physician supervises four APP, they will receive a base wage stipend of $17.32 per hour.

The supervising physician is overseeing the activities of and accepts responsibility of services rendered by the APP. The supervising physician must be available by telephone or other electronic means while the APP is providing medical services. The supervising physician will be limited to supervising no more than four APP at the same time per the California Business and Professional Code Section 3516(b).

The County will allocate one (1) hour per month per APP for supervision duties.

Any physician performing this duty shall be regularly evaluated to ensure they continue to be competent.

Each physician will be credentialed and privileged to ensure that the physician has the license, qualification, training, and experience to fulfill this duty.

9.8.3 Behavioral Health Psychiatry Team Leads

Employees providing team lead psychiatry services in Behavioral Health shall be eligible for a differential of five percent (5%) of base wages for the duration of the special assignment.

An experienced Psychiatrist may be designated to be team leader for a group of up to ten of BH Psychiatrists dedicated to a particular program. The supervising physician must be available by

telephone or other electronic means while the Psychiatrists assigned to that team are working. The Psychiatry Team Lead must have the license, qualification, training, and experience necessary to fulfill this duty. Additionally, Behavioral Health shall regularly evaluate the competency of any psychiatrist performing these duties. Team Leads shall be established as follows:

- Mental Health ACCESS Programs
- Children's Mental Health Programs
- Adult Mental Health Programs
- Quality Assurance across all Psychiatry services
- Substance Use Disorder Programs

9.8.4 Special Assignment- Clinic CLIA

An assigned Clinic CLIA Lab Director is required at any FQHC site. The Health Department Director or designee can require a Unit U physician to perform all CLIA Lab Director functions as required in the assigned locations. Employees on the CLIA Assignment shall receive an annual differential of $2,080 payable at one dollar ($1.00) per hour for all regularly scheduled hours.

- The assigned physician will sign all applications and renewals for sites that have been assigned and no more than 5 clinic labs will be assigned to a provider. Individuals performing this role will be required to complete required attestations and complete an application.

9.8.5 Behavioral Health Psychiatrist Providing Clinical Supervision for Clinic Services Bureau

A Behavioral Health Psychiatrist that performs a minimum of 2 hours per pay period equivalent to 4 hours a month supervising psychiatry services for the Clinics Services Bureau, (over and above the regular 40 hours per week served in Behavioral Health), will be paid an annual differential of $10,400 payable at five dollars ($5.00) per hour for all regularly scheduled hours. The supervising psychiatrist is overseeing the activities of and accepts responsibility of services rendered by the psychiatric APP. The supervising psychiatrist must be available by telephone or other electronic means while the APP is providing psychiatric services.

9.9 Certification Pay- Health Department Only

9.9.1 Board Certified Psychiatry Specialists:

A Behavioral Health Board Certified Psychiatrist with specialties needed by Monterey County Behavioral Health will be provided an annual differential of $3,120 payable at three dollars ($3) per hour for all regularly scheduled hours. The Psychiatrist must be available by telephone or other electronic means to provide consultation to other Psychiatrists and to managers within Behavioral Health for specific client issues related to that specialty. The Psychiatrist with the specialty must have the license, qualification, training and experience to fulfil this duty. Additionally, Behavioral Health shall regularly evaluate the competency of any psychiatrist performing these duties. Specialties to be included are:

a) Addiction Medicine
b) Forensic Medicine
c) Gerontology

ARTICLE 10 EMPLOYMENT AGREEMENT

The County and Union agree that when a Unit U employee is hired, the employee and County will enter into an individual Agreement of Employment with a term of 24 months. Said Agreement will outline the employee's following terms and conditions of employment:

- Term of employment
- Initial compensation and adjustments outside of Article 8 Wages
- Full Time Equivalency (FTE)
- Worksite
- Work Schedule
- Scope of Services
- Benefits Allowance (as applicable)
- License Reimbursement Terms
- Additional duties

No individual employment agreement shall contain terms that are less favorable than those set forth in this MOU.

The terms and conditions of the individual Employment Agreement may be modified by mutual agreement of UAPD and the County.

For purposes of implementing this provision, the parties agree that employment agreements that are currently expired or will expire within six (6) months of the adoption of the new physician contract template, shall have the original expiration date extended by 12 months Thereafter, the 24 month term specified in this Article shall be applied to employment agreements when/if renewed.

ARTICLE 11 EMPLOYMENT STATUS

Full-time Employment

Full-time employment must be designated by the Employment Agreement. In general, full-time employment is considered to be 2,080 hours worked per year.

Employment Status

The County and Union acknowledge that the employment status of Unit U employees is subject only to the terms and conditions contained or specifically referenced as part of the individual Employment Agreement and this Memorandum of Understanding.

Fair Labor Standards Act

The parties acknowledge and understand that Employee, as a licensed professional physician, is exempt from the provisions of the statutes and regulations of the Fair Labor Standards Act, Title 29 U.S.C. Section 200, *et seq*.

ARTICLE 12 PERFORMANCE STANDARDS

12.1 Performance Standards

Employer from time to time establishes standards of performance for employees. The purposes of these standards are: (*i*) to provide a visible benchmark for evaluation of the medical care and service rendered by providers; (*ii*) to create a feedback mechanism so that excellent performance can be encouraged and unsatisfactory performance can be identified and addressed, and (*iii*) to develop a basis for compensation adjustments. Performance standards may include the following areas:

1. Work Productivity / Patient Scheduling
2. Cost of Care / Resource Management
3. Patient Satisfaction
4. Utilization Review / Quality Assurance
5. Compliance with Employer's Policies & Procedures
6. Compliance with Medical Staff Bylaws
7. Compliance with Employer's Billing Policies & Procedures
8. Work Ethic
9. Peer Review

The department, at its option and within its sole discretion, may seek evaluation of contractual performance by requesting input from Employee's department and from other professionals within the department.

12.2 Performance Evaluations

Employee performance shall be evaluated and communicated on a yearly basis as required under County policy.

Performance evaluations are used to demonstrate to employees that they are valued; record how an employee's performance meet the requirements of the job; create a job history record; identify employee strengths and areas for enhancement; assist the employee and supervisor in an effort to attain the highest level of performance; and reinforce performance standards. Every effort will be made to include substantiated information within an employee's performance evaluation.

The County shall ensure employee performance evaluations are conducted in accordance with County and departmental policy. Performance evaluations are not subject to the grievance procedure.

12.3 Performance Improvement Plan (PIP)

When the performance of an employee falls below the minimum standards established for a position as set forth in the performance standards, a Performance Improvement Plan (PIP) may be developed. A PIP must describe the areas of deficiency and contain a plan for improvement. PIPs are not disciplinary in nature, however, the failure to meet the expectations contained in a PIP may result in disciplinary action.

12.4 Performance Accountability

It is expected the Physicians meet all minimum standards of their job as outlined by the County or contained in their individual employment agreement. Should the Physician not meet all minimum standards, the department will take all appropriate steps in accordance with department, medical staff or County policy.

ARTICLE 13 TRANSFERS

13.1 Transfers-Voluntary/Involuntary

The County retains the sole right to transfer employees from one work site to another. Except when an immediate transfer is necessary to meet the requirements of the department, employees shall receive notice ten (10) calendar days prior to the effective date of the transfer.

Employees who desire to be transferred within their respective job classes in their current department (i.e. Natividad or Health) to a specific work location may submit a written request for transfer to their corresponding department's Human Resources Office.

When the County contemplates filling vacancies and/or openings by transferring employees from one work site or location to a different location, Management will consider the following criteria:

- The overall needs of the department
- Patient care
- Requirements of the job
- Ability to perform job
- The duration and/or permanence of the transfer
- Length of service with the department
- Impacts to employee loan repayment plans

ARTICLE 14 HOLIDAYS AND LEAVES

14.1 Holidays

The following listed days are currently observed as legal holidays by the County of Monterey:

New Year's Day	January 1st

Dr. Martin Luther King, Jr. Day	Third Monday in January
Presidents Day	Third Monday in February
Cesar Chavez	March 31st
Memorial Day	Last Monday in May
Juneteenth Day	June 19th
Independence Day	July 4th
Labor Day	First Monday in September
Veterans Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving Day	Fourth Friday in November
Christmas Eve*	December 24th*
Christmas Day**	December 25th

Health Department Only
A holiday shall be equal to a worker's regular work hours, and the worker shall be compensated at the regular hourly salary rate for their normal schedule of work hours.

*When December 24th (Christmas Eve) actually falls on a Saturday or Sunday, the preceding Friday shall be the holiday in lieu of the day observed.

** When December 25th (Christmas) actually falls on a Saturday or Sunday, the following Monday shall be the holiday in lieu of the day observed.

If any of the above listed holidays falls on a Saturday, the preceding Friday shall be the holiday in lieu of the day observed. If one of the above listed holidays falls on a Sunday, the following Monday shall be the holiday in lieu of the day observed.

14.2 Military Leave
Unit U employees shall be entitled to such leaves of absence and other benefits provided in the applicable provisions of the Military and Veterans Code and in accordance with the County's Military Leave Policy P-220.

14.3 Family Care Usage
An employee is entitled to use one-half (1/2) of their accrued annual leave to care

for a sick or injured member of the employee's immediate family requiring care. "Immediate family" shall mean the spouse, child, registered domestic partner, parent, grandparent, grandchild, sibling, Domestic Partner, or Domestic Partner's child. In exceptional cases, such leave may be granted in the event of illness of an employee's parent-in-law, or parent of an employee's registered domestic partner, when it can be demonstrated that a bona fide illness exists which warrants the employee's personal attendance during her/his normally scheduled working hours.

The appointing authority may require a physician's certificate or other substantiating evidence that such illness of one of the above listed family members exist.

This provision shall be applied in accordance with the Family & Medical Leave Act and all other applicable State and Federal Laws.

14.4 Parental/Maternity Leave

Normal pregnancy and/or complications arising from pregnancy shall be considered an illness and shall be included within the provisions of this article. Employees shall be eligible for leave of absence without pay for parental/maternity leave of up to six (6) months regardless of whether or not said employee has used all accrued annual leave. Said leaves of absence shall be approved in accordance with the provisions for approval of other types of leaves of absence without pay. This provision shall be applied in accordance with the Family Medical Leave Act, California Family Rights Act, Pregnancy Disability Leave, Pregnant Workers Fairness Act and all other applicable State and federal laws.

14.5 Leave of Absence Without Pay

a) General Provisions

A leave of absence without pay may be granted by the Department Head or designee. Notwithstanding any other provision of this section, the Board of Supervisors may, by Resolution or Order, make provisions for other leaves of absence without pay.

b) Limitations

A leave of absence without pay may not be granted for a period to exceed:

- Thirty (30) calendar days for personal reasons unless there is no inconvenience to the department.
- Six (6) months for illness beyond that covered by sick leave.
- Six (6) months for education or training which will benefit both the employee and the County.
- An employee who fails to report to duty after a leave of absence has expired or has been disapproved or canceled by the appointing authority, or any other failure to report for duty as scheduled, shall be considered to have abandoned and constructively resigned their employment with the County.

- An employee shall not be granted a leave of absence without pay in excess of thirty (30) calendar days except as provided in the Military and Veterans Code, or as disciplinary action, until they have first used all accumulated annual leave, vacation, and compensatory time off, if any; provided, however, if said leave of absence without pay is granted because of illness or injury, said employee may use accumulated vacation or compensatory time off, if any, but shall not be so required.

Upon a finding of unusual or special circumstances, a leave of absence without pay may be extended beyond the time specified above if approved by the Department Head or designee.

c) Leave Accrual While on Leave Without Pay

Paid Time Off shall not accrue during leave of absence without pay, but Paid Time Off balances shall not be lost.

14.6 Paid Time Off (PTO)- Natividad Only

Employee shall be entitled to accrue up to a maximum of thirty-five (35) days (280 hours) per year. These thirty-five (35) days are comprised of PTO days in lieu of sick leave and vacation time and all County-observed holidays. PTO will be pro-rated for any Employee working less than 1.0 FTE (e.g. 0.8 FTE, receives 224 hours per year).

PTO shall be earned on the basis of each biweekly pay period worked from the beginning of the biweekly pay period following the appointment into a position in Unit U. PTO shall not be credited for any pay period during which Employee is on any non-paid status exceeding one-half (1/2) of Employee's normally scheduled working days.

A maximum of four hundred (400) hours of PTO may be accrued after which no further accrual shall be made until the Employee's accrual is reduced to below four hundred (400) hours by the use of PTO.

When Employee is within two (2) pay periods of exceeding their accrual maximum, management shall, at its option, schedule the employee for time off or pay hours at base rate of pay in lieu of time off.

14.6.1 Usage of PTO on Holidays- Natividad Only

If a holiday falls on a scheduled day off and Employee does not work the number of hours required in their regular assignment for the pay period, those hours will be deducted from Employee's PTO bank. If the holiday falls on a scheduled day off and Employee works all hours required in their regular assignment for the pay period, no PTO shall be deducted from their bank.

Natividad employees in the following specialties who are assigned to a twenty-four (24) hour On-Call assignment on an actual calendar holiday, in accordance with Section 12.1 Holidays, shall not be required to use PTO for that holiday.

- Cardiology
- General Surgery
- Pathology
- Urology
- Vascular

14.7 Annual Leave- Health Department Only
Employee shall be entitled to accrue and use twenty-five (25) Annual Leave days in lieu of sick leave and vacation time. Annual Leave will be pro-rated for any Employee working less than 100% (e.g., 80%, or 0.80 FTE, receives 6:10 hours per pay period. The accrual rate for the term of this Agreement shall be 7:42 hours per pay period. Hours are accrued each pay period throughout the term of this Agreement and any renewal thereof.

A maximum of four hundred (400) hours of Annual Leave may be accrued after which no further accrual shall be made until the Employee's accrual is reduced to below four hundred (400) hours by the use of Annual Leave. Annual Leave shall be earned on the basis of each biweekly pay period worked from the beginning of the biweekly pay period following the permanent appointment into a position in Unit U. Annual Leave shall not be credited for any pay period during which Employee is on any non-paid status exceeding one-half (1/2) of Employee's normally scheduled working days.

14.8 Paid Time Off/ Annual Leave Buyback/Cash Out
Physicians assigned to classifications in Unit U with at least one (1) year of service in County employment may sell back to the County up to one hundred sixty (160) hours of their PTO or Annual Leave in any calendar year, if the following conditions are met:

1. The physician has at least forty (40) hours of PTO or Annual Leave remaining after making an election to "cash out" pursuant to PPPR Section A.30.13; and

2. No more than one (1) request for partial payment of a "cash out" may be made in any calendar quarter.

14.8.1 Election to Buyback/Cash Out Paid Time Off/Annual Leave
In order to buyback/cash out or otherwise require the County to buyback/cash out vacation, annual leave or paid time off, the employee must first meet the eligibility criteria set forth in the applicable provision of the bargaining agreement. If such criteria are met, only then the employee may request and be granted compensation in lieu of vacation/annual leave/PTO for up to the amounts set forth in the bargaining agreement under the terms set forth below. If such criteria are not met as of December 31 of the calendar year in which the election is required to be made, then the employee has no right to election to buyback/cash out accrued time in the next calendar year.

a) An eligible employee may elect to pre-designate an irrevocable buyback/cash out amount of up to the maximum number of hours of vacation/annual leave/PTO for the upcoming calendar year as set forth for his/her respective class. Requests for cash out must be made prior to December 1 of the calendar year before the cash out will be made (for example, requests for the 2022 calendar year will be made before December 1, 2021).
b) Buyback/cash out designations shall be made in hours, not dollar amounts, and must be in increments of 8 hours.
c) Any such request will be subject to the following:
    i. Any employee utilizing this provision will be required to submit an irrevocable election by December 1st of the calendar year prior to the calendar year in which the vacation/annual leave/PTO hours to be cashed out are earned.
    ii. An employee who elected to receive the buyback/cash out as set forth above, may request a full or partial payment of the buyback/cash out at any time in the designated calendar year.
    iii. For employees who have pre-designated buyback/cash out amounts and who have not requested actual payment(s) of the entire designated buyback/cash out amount by December 1st of that calendar year, the County will automatically pay out the pre-designated amount (or remaining amount designated but not paid) by the last paycheck of the calendar year.
    iv. Employees who have not elected to pre-designate a cash out by the applicable deadline (December 1st of the prior calendar year) will be deemed to have waived their right and will not be eligible to buyback/cash out any vacation/annual leave/PTO in the following calendar year. For example, if no designation is made by December 1, 2021, no cash out is available in 2022), until such time and under such terms as emergency usage provisions are agreed upon.

14.9 Paid Time/Annual Leave Off Emergency Buyback/Cashout

Notwithstanding the requirement for an irrevocable election for the cash-out of vacation/annual leave/PTO for the upcoming calendar year, an employee may cash out vacation/annual leave/PTO in an existing year, on the following terms:

(i) The employee may cash-out no more than the maximum number of hours of vacation/annual leave/PTO (including any cash out previously elected) as set forth for his/her respective class.

(ii) The amount cashed out pursuant to this subdivision must be in whole hour increments with a minimum cash out of 10 hours, and shall be subject to a twenty-five percent (25%) penalty. That is, if an employee cashes out accrued time in excess of any amount designated pursuant

to subdivision (i), above, the penalty shall be 25% of the excess amount cashed out. For example, if an employee irrevocably elects 40 hours of cash out pursuant to subdivision (i) but wishes to cash out an additional 40 hours in the current calendar year (assuming all other criteria are met), the employee will receive the cash value of 30 additional hours but 40 additional hours will be removed from the employee's accrued balance.

14.10 Continuing Medical Education

Upon approval of the Appointing Authority, or designee, a 0.75 FTE employee shall be entitled to 40 hours of Continuing Medical Education (CME) per calendar year for attendance at schools, seminars and conferences. CME hours will be credited in January of each calendar year.

CME hours may be taken only during the calendar year in which it is granted and no carry over of unused CME hours to future years is allowed.

ARTICLE 15 BENEFITS

15.1 The Flexible Benefits Plan

The County will make available a Flexible Benefits Plan to eligible employees. Employees may elect medical, dental, and /or vision for themselves and their eligible dependents. The provisions, rules and regulations governing the administration of the Flexible Benefits Plan are contained in the Flexible Benefits Plan document. Changes may be required from time to time to maintain the integrity of this flexible benefits plan as a lawful IRS Section 125 plan. The County and the Union agree that the County shall have discretion to make such changes to ensure this plan is eligible for favorable treatment under the Internal Revenue Code. The County may add or remove benefit options to or from this plan during the term of this agreement, subject to the obligation of the parties to meet and confer only over the impact of such changes. Removal of a benefit shall occur only if the benefit is deemed contrary to public law or regulation governing I.R.S. Section 125 benefit plans, is no longer available by vendor, or becomes insolvent. The County continues to have the right and the obligation to administer the various insurance programs. These rights and obligations include but are not limited to the right to select the carriers and insurance claims administrators after consideration of the recommendations of the Health Insurance Review Committee and prior meeting and consultation with the Union. Changes in insurance carriers or administrators shall not result in any appreciable reduction in benefits. In the event a change in insurance carriers is made, an open enrollment period will be authorized. The County shall provide Union and employees, a thirty (30) day written notice for premium rate changes for the County's self-funded plan.

A. Eligibility

Permanent unit employees with a minimum Full Time Equivalent (FTE) of 0.50 or more will be eligible to participate in any of the County's health insurance programs.

B. General Provisions

Additional Payroll Deduction

For each month when the benefit options selected by the employee under this plan exceed the appropriate County contributions for that employee, that employee shall pay by pre or post-tax payroll deduction the full cost (100%) which exceeds the County's contributions for that employee.

15.2 Flexible Benefits Plan Contributions

A. CalPERS Medical Insurance Contribution

The County will provide medical insurance through the Public Employees' Retirement System (PERS) medical insurance program. All rules, regulations and procedures with respect to plan eligibility, benefits, claims payments and customer service procedures, etc. for the CalPERS plans are established by CalPERS. The County makes no representations or guarantees whatsoever with respect to the CalPERS health insurance plans.

The County maximum monthly contribution to the employee's Flexible Benefits Plan spending fund will be as follows for full-time, unit employees and part-time unit employees with a minimum Full Time Equivalent (FTE) of 0.50.

Pursuant to this Agreement the County shall provide a fixed elective contribution towards the cost of the PERS Platinum health plan as follows:

- Effective CalPERS coverage year 2026:
    - $1,064.53 for employee only
    - $2,308.14 for employee plus one
    - $3,054.31 for employee plus family
    - For each month that the full County non-elective and elective contributions are not used by an employee to obtain benefit options under this plan (excluding optional post-tax benefits), the full amount of funds not utilized shall be forfeited.
- Effective CalPERS coverage year 2027:
    - $1,160.34 for employee only
    - $2,515.87 for employee plus one
    - $3,329.20 for employee plus family
    - For each month that the full County non-elective and elective contributions are not used by an employee to obtain benefit options under this plan (excluding optional post-tax benefits), the full amount of funds not utilized shall be forfeited.

The County shall provide a fixed elective contribution towards the cost of the CalPERS Gold health plan as follows:

- Effective CalPERS coverage year 2026:
    - $1,013.70 for employee only
    - $2,180.00 for employee plus one

    - $2,888.50 for employee plus family
    - For each month that the full County non-elective and elective contributions are not used by an employee to obtain benefit options under this plan (excluding optional post-tax benefits), the full amount of funds not utilized shall be forfeited.
- Effective CalPERS coverage year 2027:
    - $1,104.93 for employee only
    - $2,376.20 for employee plus one
    - $3,148.47 for employee plus family
    - For each month that the full County non-elective and elective contributions are not used by an employee to obtain benefit options under this plan (excluding optional post-tax benefits), the full amount of funds not utilized shall be forfeited.

If in the plan year 2028 the premiums for the PERS Gold plan increase by 15% or more, over the plan year 2027 premiums, the County shall increase their fixed contribution. The County and the Union shall meet and confer to determined that increase. If the 2028 PERS Gold premium does not increase more than 15% over the 2027 PERS Gold premium, the County fixed contribution shall remain unchanged for all health plans.

Any balance of elective funds remaining after the employee elects health insurance may be utilized, at the employee's discretion, toward the purchase of dependent health, dependent dental, or dependent vision insurance and/or any other eligible optional benefits which may be made available by the County through this Flexible Benefits Plan. The use of any elective contributions toward the purchase of the benefits stated above is subject to the employee first selecting employee health insurance coverage under a PERS plan offered through employment with the County of Monterey.

B. Dental Insurance Contribution
The County's maximum contribution to the Flexible Benefits Plan for dental coverage will be equal to the cost of the employee only monthly premium for all eligible permanent employees.

C. Vision Insurance Contribution
The County's maximum contribution to the Flexible Benefits Plan for vision coverage will be equal to the cost of the employee only monthly premium for all eligible permanent employees.

D. Computer Vision Coverage (CVC)
The County provides an option for a pair of glasses tinted and designed for use with computers for the employee only.

15.3 Retiree Health Insurance
The County will contribute toward the monthly premium for eligible retirees enrolled in a CalPERS health insurance program as directed by CalPERS.

15.4 Physical Examinations
Full-time employees shall be entitled to a physical examination by appointment at Natividad Medical Center on a biennial basis (i.e., an examination every other year). Results of the examination shall be treated confidentially.

15.5 Benefits Allowance
Unit employees who decline the County's health insurance contributions by opting out of County sponsored health insurance coverage shall be eligible for the benefits allowance as stipulated in their individual employment contracts if they satisfy the following eligible opt out conditions:

1. The employee and the employee's Tax Family must have (or will have) minimum essential coverage through another source (other than coverage in the individual market, whether or not obtained through Covered California);
2. A "Tax Family" means all individuals for whom the employee reasonably expects to claim a personal exemption deduction for the taxable year(s) that cover the plan year for which the eligible opt out arrangement applies;
3. The employee must provide reasonable evidence of the alternative minimum essential coverage for the employee and their Tax Family for applicable period. Reasonable evidence may include an attestation by the employee;
4. The employee must provide the evidence/attestation every plan year;
5. The employee must provide the evidence/attestation no earlier than a reasonable time before coverage starts (e.g., open enrollment) or within a reasonable time after the plan year starts; and
6. The cash for opting out cannot be made if the County knows or has reason to know that the employee or the employee's Tax Family member does not have alternative minimum essential coverage.

In the event that the employee fails to complete the Attestation Form each plan year, no benefit allowance shall be paid retroactively.

15.6 Workers Compensation
When an employee on leave of absence is receiving Temporary Total Disability (TTD) Workers' Compensation payments (integrated or not), they shall receive their regular County contribution towards medical, dental, and vision insurance and their regular County contribution toward dependent medical, dental and vision insurance. (Note: Normal payroll deductions continue to be withheld from TTD payments.)

15.7 Voluntary Optional Policies
The County will facilitate the provision of voluntary optional insurance policies via the payroll deduction process for employees who work at least fifty percent time (0.5 FTE). It is understood that these policies are wholly voluntary between the employee and the insuring company, and

that provision of such insurance is subject to the terms and conditions set by the insurance company and may be canceled by the insurer if its minimum enrollment standards are not met.

15.8 Health Flexible Spending Accounts (FSA)
Employees may contribute to the Flexible Spending Account (FSA), on a pre-tax basis up to the maximum allowed by the IRS.

15.9 Dependent Care Assistance Program (DCAP)
Employees may contribute to the Dependent Care Assistance Program (DCAP) up to $7,500 annually per household, on a pre-tax basis, or the maximum allowed by the IRS, whichever is greater

15.10 Life Insurance
Effective coverage year 2026, the County agrees to provide twenty thousand dollars ($20,000) in group term life insurance for employees in paid status.

15.11 Long Term Disability
The County will facilitate the provision of voluntary long-term disability insurance via the payroll deduction process. It is understood that long term disability insurance is wholly voluntary between the employee and the insuring company and that provision of such insurance is subject to the terms and conditions set by the insurance company and may be cancelled by the insurer if its minimum enrollment standards are not met. In the event of cancellation, the County will no longer be obligated to facilitate long term disability insurance.

ARTICLE 16 RETIREMENT BENEFITS

16.1 California Public Employees' Retirement System (CalPERS)
Unit U employees will be provided retirement benefits under the California Public Employees' Retirement System (CalPERS).

Due to the implementation of the Public Employees' Pension Retirement Act (PEPRA) CalPERS has designated members as either "Classic" or "PEPRA." The employee designation is determined by CalPERS.

PEPRA Members – Are defined as employees hired on or after January 1, 2013, and prior to that were not member of CalPERS or a retirement system that has reciprocity with CalPERS.

Miscellaneous PEPRA:

Retirement Formula:	2% @ 62
Employee Contribution:	7% (subject to yearly change based on ½ of normal cost as determined by CalPERS)
Final Compensation:	Highest consecutive 36-month average, subject to CalPERS compensation limits

Classic Members – Are defined as employees hired prior to January 1, 2013 or were members of CalPERS or a retirement system that has reciprocity with CalPERS.

Miscellaneous Classic:

Retirement Formula:	2% @ 55
Employee Contribution:	7%
Final Compensation:	Highest consecutive 12-month average, subject to CalPERS compensation limits

Retirement benefits are subject to change based on CalPERS ongoing review, and interpretations, of the Public Employees' Pension Reform Act (PEPRA) legislation. CalPERS will have final determination of Classic vs. PEPRA membership.

16.2 Legislative Changes

Should changes be made to the current tax and retirement laws and administrative agency interpretations which alter the status of the employee's retirement contribution, the County shall, upon request, be required to meet and confer on the impact of these possible changes.

16.3 Deferred Compensation

A. The deferred compensation program shall continue to be made available to employees in accordance with the Monterey County 457(b) Deferred Compensation Plan.

16.4 Military Service Credit

Pursuant to the terms and conditions of the applicable Monterey County contract with CalPERS, employees may exercise an option to purchase up to four (4) years of military service credit toward public service under CalPERS. An employee exercising this option is personally responsible for direct payment to CalPERS of all fees, payments and interest entailed.

16.5 Peace Corp / AmeriCorps/ VISTA

As determined by CalPERS, employees may be eligible to request service credit for up to three (3) years in the Peace Corp, AmeriCorps VISTA (Volunteers in Service to America) or AmeriCorps. If eligible, the employee must purchase all available service credits. An employee exercising this option is personally responsible for direct payment to CalPERS of all fees, payments and interest entailed.

16.6 Employment Agreement Retirement Contribution

Physicians who were receiving an additional retirement contribution as part of their individual employment agreement at the time of the signing of this agreement, shall stop receiving the

retirement contribution and receive a one-time adjustment to their base wages equal to the contribution amount.

ARTICLE 17 GRIEVANCE PROCEDURE

A. Grievance Defined

The County and the Union recognize early settlement of grievances is essential to sound worker employer relations. The parties seek to establish a mutually satisfactory method for the resolution of grievances of workers or the Union. There shall be no restraining, interference, coercion, discrimination or reprisal against any employee for exercising any rights under the grievance procedure.

A grievance is defined as a dispute over the interpretation or application of this Memorandum of Understanding by an employee adversely effected thereby, but shall not include the following:

- Disciplinary actions as defined herein which shall be subject to appeal through the procedure contained in this agreement for the appeal of disciplinary actions.
- Complaints regarding Equal Opportunity, Occupational Health and Safety, Workers' Compensation or discrimination complaints based on a lawfully pre-recognized protected classification or the applicable procedures for such complaints.
- The exercise of any County rights as specified in this Memorandum, so long as the exercise of such rights does not conflict with other provisions of this agreement.
- Any impasse or dispute in the meeting and conferring process, or any matter within the scope of representation.
- Any matter for which a different appeals procedure is provided either by statutes, ordinances, resolutions, or agreements.

UAPD shall be entitled to file a grievance on behalf of an employee or group of employees adversely affected by a grievable matter.

UAPD may file a grievance on its own behalf only on those matters which pertain to the rights of UAPD as an organization.

B. Limited Grievance Procedure Application

An employee shall be entitled to file a grievance which alleges that the County has failed to provide a specific condition of employment which is established by the Personnel Policies and Practices Resolution provided that the enjoyment of such right is not made subject to the discretion of the department head or the County, and provided further that the condition of employment which is the subject matter of the grievance is a matter within the scope of representation as defined in California Government Code Section 3504. Such limited grievances may not be appealed to arbitration.

C. No Discrimination

There shall be no restraint, interference, coercion, discrimination or reprisal against any employee

for exercising any rights under the grievance procedure.

D. Time Limits

The time limits set forth herein are essential to the grievance procedure and shall be strictly observed. The time limits may be extended by agreement of the parties; however, any such extension must be confirmed in writing.

If at any stage of the grievance procedure the employee is dissatisfied with the decision rendered, it shall be the grievant's responsibility to submit the grievance to the next designated level within the time limits set forth.

Failure to submit the grievance within the time limits imposed shall terminate the grievance process and the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.

The grievant has the right to promptly proceed to the next step within the prescribed time limits if the appropriate management representative fails to respond within the time limits specified.

E. Grievance Procedure Steps

Step 1: Discussion with Immediate Supervisor

- The grievant shall first discuss the grievance informally with his/her immediate supervisor. The discussion shall be held within fifteen (15) working days of the action causing the grievance or of the date the action reasonably could have been expected to be known to the grievant. In no event shall any grievance be accepted for consideration more than six (6) months from the date of the action causing the grievance, regardless of the date the action became known to the grievant.
- Every reasonable effort shall be made to resolve the grievance at this level. The immediate supervisor shall verbally respond to the grievant within ten (10) working days of the informal discussion between the grievant and supervisor.

Step 2: Formal Written Grievance

- In the event the employee believes the grievance has not been satisfactorily resolved, the employee shall submit the grievance in writing to the supervisor within ten (10) working days after receipt of the immediate supervisor's verbal response. The grievant shall file one (1) copy with the Human Resources Department. If the grievance is not presented within the time limits provided herein, it shall be deemed not to exist. Such written grievance shall:
    1. Fully describe the grievance and how the employee(s) was/were adversely affected;
    2. Set forth the section(s) of the Memorandum of Understanding, allegedly violated;
    3. Indicate the date(s) of the incident(s) grieved;
    4. Specify the remedy or solution to the grievance sought by the employee(s);
    5. Identify the grievant and be signed by the grievant;
    6. Identify the person, if any, chosen by the grievant to be his/her representative.
- No modifications in the basic violation being alleged pursuant to this grievance procedure shall

be made subsequent to filing of a grievance unless mutually agreed to by both the County and the grievant or the grievant's representative. However, corrections in citations or other clarifying amendments can be made at any time by the grievant or the grievant's representative.

- Within seven (7) working days of receipt of the grievance, the immediate supervisor shall:

  1. Meet the grievant to discuss the grievance at the request of either party (i.e., the grievant, the grievant's representative or the supervisor);

  2. Deliver his/her written decision outlining the reasons behind the decision to the grievant and his/her representative within three (3) working days following the meeting, if held, or, if no meeting was held, within ten (10) working days of the receipt of the grievance.

- Any grievance settled at this step shall be subject to the review and confirmation of the respective department head before the settlement may become effective. Such review will occur within five (5) working days or the grievance will automatically be moved to Step 3. In the event the department head does not confirm the settlement, the grievant may initiate Step 3 of this procedure.

Step 3: Department Head Review

- If a grievance is not settled at Step 2 of this procedure, the grievance may be appealed to the department head in writing within ten (10) working days from the receipt of the decision of the immediate supervisor or his/her failure to respond to the grievance. Said grievance appeal must specifically set forth the reason the answer previously provided by the supervisor is not satisfactory.

In submitting the grievance to Step 3, the grievant or UAPD may request a meeting with the department head.

- If requested at the time of filing with the department head, a meeting will be held within seven (7) working days of the receipt of the appeal. The department head shall deliver his/her written decision to the grievant and/or his/her representative within three (3) working days of the date of the grievance meeting, if a meeting was held, or within ten (10) working days of the receipt of the appeal if no meeting was held. The department head's decision shall include the reasons on which the decision is based and the remedy or correction which has been offered, if any, to the grievant.

Step 4: Director of Human Resources /Mediation

- If a grievance is not settled at Step 3 of the procedure, the grievance may be appealed, in writing to the Director of Human Resources or his/her designee within ten (10) working days from the receipt of the department head's written response. Said grievance appeal must specifically set forth the reason the answer(s) previously provided by management is/are not satisfactory. A meeting may be held by mutual agreement of the parties.

- Within ten (10) working days from receipt of the grievance, the Director of Human Resources or his/her designee shall deliver his/her written decision to the grievant and his/her

representative. Said decision shall be final and binding, except as provided in the Arbitration section.

- In the event a represented employee chooses to waive a hearing by the Director of Human Resources or his/her designee, UAPD on behalf of the employee shall, within the ten (10) day appeal period, make a written request to the Director of Human Resources or his/her designee to seek within 10 working days the assistance of a mediator from the State conciliation service in an attempt to resolve the grievance. The mediator shall have no authority to resolve the grievance except by agreement of UAPD and the County. In the event the grievance is not resolved, neither evidence nor concessions agreed to or offered during mediation shall be admissible at the subsequent hearing.

If the grievance is not resolved through mediation, the Director of Human Resources or his/her designee shall issue a decision which shall be final and binding except as outlined in the provisions of this agreement concerning arbitration.

F. Notice of Meetings

The County and the grievant or the grievant's representative shall be responsible for giving notice of meetings and conferences to their representative parties at least twenty-four (24) hours prior to any meeting regarding a grievance whenever possible.

G. Representation

The employee has the right to the assistance of one employee representative/job steward in addition to a staff representative of UAPD in the preparation and/or presentation of his/her grievance in Steps 1 through 4 of this procedure provided, however, that supervisory employees shall not represent non-supervisory employees.

An employee is also entitled to represent him/herself individually at any step of the grievance procedure, except in the arbitration procedure outlined this agreement. Only UAPD may file for arbitration of a grievance.

A grievant may not change his/her designation of representative organization during the processing of a grievance, except by mutual agreement of the parties.

If the employee is represented in a formal grievance meeting, the department may also designate a management representative to be present in such a meeting.

H. Grievance Withdrawal

The grievant and his/her representative may withdraw the grievance at any state of the grievance procedure by giving written notice to the County representative who last took action on the grievance, with a copy to the Human Resources Department.

I. Grievance Resolution

If a grievance is resolved at Step 2, 3 or 4 in the procedure as provided herein, the grievant concerned shall indicate acceptance of the resolution by affixing his/her signature in the appropriate space indicated. If the employee has been represented by UAPD at the Step of the

procedure at which a resolution is reached, UAPD representative shall also sign the appropriate document acknowledging that the employee has accepted the resolution.

Decisions on grievances where an employee represents him/herself shall not be considered precedent setting or binding with regard to any future grievances filed with respect to the same or similar matters.

J. Reconsideration

By mutual agreement, the parties may revert the grievance to a prior level for reconsideration. If the grievance is not then settled at the prior level, the grievant shall continue to have the rights set forth in this procedure.

K. Consolidation

The County may consolidate grievances, where, in its discretion, the grievances present substantially similar issues.

UAPD may file group grievances at the second step of the grievance procedure by listing each person who claims to be adversely affected and all other data required in this section.

L. Processing Grievances

The grievant shall be granted reasonable time off with pay from regularly scheduled duty hours to process a grievance, provided that the time off will be devoted to the prompt and efficient investigation and handling of grievances, subject to the following:

- Neither a grievant nor a grievant's representative who is a county employee shall suffer any lost pay for attending any regularly scheduled grievance hearing required by the procedure herein set forth.
- A grievant or a grievant's representative shall notify their supervisor as soon as possible of scheduled grievance hearings and of any changes in the time or date of scheduled hearings in which they must participate.
- In no event shall a grievant be represented by more than one county employee at the grievance hearings.

ARTICLE 18 ARBITRATION

A. Grievance Arbitration

Within ten (10) working days from the receipt of the written decision resulting from a grievance heard by the Director of Human Resources, or his/her designated representative as provided in the Grievance Procedure section of this agreement, UAPD, and only UAPD, may request that the grievance, as defined below, be submitted to arbitration as provided hereinafter.

Only those unresolved grievances filed and processed in accordance with the Grievance Procedure of this agreement, and which directly concern or involve the interpretation and application of the specific terms and provisions of this agreement, may be submitted to arbitration.

Notwithstanding any other provisions of this agreement the following matters are expressly excluded from the arbitration:

- All matters relating to Equal Opportunity, Occupational Health and Safety or Workers' Compensation;
- "Interest" matters or matters within the scope of representation;
- Any matter for which a different appeals procedure is provided either by statutes, ordinances, resolutions or agreements;
- Grievances filed under the Limited Grievance Procedure Applications section of the Grievance Procedure of this agreement.

See the Nondiscrimination section of this MOU regarding discrimination grievances.

A request by UAPD for arbitration of a grievance must be received by the Director of Human Resources or his/her designee within ten (10) working days of receipt by UAPD of the written grievance procedure fourth step decision. Failure to request arbitration within the above time limits shall constitute an automatic forfeiture and an irrevocable waiver of the right to process the grievance appeal to arbitration. The notice shall set forth the specific issue or issues still unresolved through the grievance procedure which is being submitted to arbitration.

The parties shall select a mutually acceptable arbitrator.

The fees and expenses of the arbitrator shall be shared equally by the parties, it being understood and agreed that all other expenses including, but not limited to, fees for witnesses, transcripts and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party involved.

The decision of an arbitrator shall be binding upon the parties but shall not add to, subtract from, nor otherwise modify the terms and conditions of this agreement.

ARTICLE 19 DISCIPLINE

The County agrees to the following limited due process procedures for employees who are disciplined or terminated before the expiration of their individual employment agreement.

These procedures apply to employees in Unit U classifications for purposes of disciplinary and non-disciplinary releases, including layoffs. This section shall not apply to voluntary resignations or job abandonment. This Article is not subject to any grievance procedure.

The Appointing Authority, or designee, may terminate the employment of, discipline, or release Unit U employees. In the event that termination or discipline or release of an employee is recommended to the Appointing Authority, or designee, the employee shall be entitled to the following due process prior to the execution of such termination or discipline or release:

Step 1: Written Notice
The employee shall receive written notice of the reasons for the termination or discipline or release.

Step 2: Written Response
The employee shall be notified of their right to submit a written response including the written statements of any individuals supporting the employee's position. The written answer must be submitted within five (5) working days of the date of notice of termination or discipline or release in order to be reviewed.

Step 3: Appointing Authority Review
After the expiration of the period of time designated for the employee to submit their statement, the Appointing Authority, or designee, shall review all documents provided and shall notify the employee in writing of their decision within twenty (20) working days. The decision of the Appointing Authority shall be final and binding, with the understanding that the appeal may continue to Step 4 below and the Appointing Authority may modify, change or uphold its decision.

The Appointing Officer, or designee, shall have the right to take whatever actions they deem appropriate in an emergency or when there is a danger to the public or employees.

Step 4: State Mediation and Conciliation Services- Optional
Once Step 3 has been completed, either party may request the assistance of State Mediation and Conciliation Services to attempt to resolve outstanding matters. The recommendation from the mediator shall be advisory.

Step 5 (Natividad Only)
A Unit employee that fails to maintain Medical Staff privileges or that has them revoked in accordance with Natividad Medical Staff Bylaws, shall be immediately placed on a concurrent unpaid leave of absence.

A Unit employee that fails to have their Medical Staff privileges restored in accordance with Natividad Medical Staff Bylaws within thirty (30) days of revocation shall be subject to immediate termination.

A Unit employee placed on suspension in accordance with Natividad Medical Staff Bylaws shall be placed on a concurrent unpaid leave of absence.

A Unit employee that has their privileges limited or restricted in accordance with Natividad Medical Staff Bylaws, may have their salary reduced or be placed on a concurrent unpaid leave of absence.

ARTICLE 20 CALL OFF

Natividad employees may be called off their regularly scheduled shifts for lack of work.

A. The order of call off shall be as follows for all employees:

1. Anyone who wishes to volunteer for call off will be considered
2. County permanent employees on extra shift
3. Agency Temporaries (Locum Tenens)
4. County temporaries
5. County permanent part-time (the employer will make an attempt to rotate the call-off of employees from this category on the shift to mitigate the impact of the call-off on any single employee).
6. County full-time (0.9 FTE or above) (the employer will make an attempt to rotate the call-off of employees from this category on the shift to mitigate the impact of the call-off on any single employee).

B. Natividad Medical Center will attempt to contact the employee at his/her contact phone number at least one and one half hours prior to his/her scheduled shift. Once the attempt to contact the employee is made NMC will not be required to pay the employee show up time. The employer shall maintain a record consisting of the time/date of the call of each attempt to contact the employee. The employee shall be responsible for ensuring that NMC is utilizing a valid, current contact number.

C. Once an employee is called off duty, the employee is not obligated to make him/herself available for work unless the employee agrees to be placed on Offsite Call, at the Offsite Call rate if applicable. Should the employee be called back while on On-Call, the employee will receive straight time for the remainder of their regularly scheduled shift.

D. The employee shall be entitled to two (2) hours show-up pay when an employee is called off duty within twenty (20) minutes after reporting to work for their regular scheduled shift.

E. The employee may use any Paid Time Off (PTO) that is available in the employee's PTO bank prior to the day they are called off. For purposes of this section, Continuing Medical Education (CME) hours will not be used to compensate the employee for call-off time. PTO hours used for a call-off day or partial call off day will not be counted toward the work week.

F. An employee may not be called off for more than half of employees appointed Full Time Equivalent in any two consecutive pay periods, during which time the employee's insurance benefits will continue.

ARTICLE 21 PROFESSIONAL PRACTICE COMMITTEE- HEALTH DEPARTMENT

21.1 Health Department – Labor Management Meetings

The parties agree that there will be a committee that may meet a minimum of two (2) times per year to discuss issues of mutual concern. If agreeable to both the Health Department Head and UAPD, the meetings may be more frequent, but no more than once per quarter unless mutually agreed upon by both parties. The meeting will be comprised of representatives of management and up to two (2) UAPD stewards/members. Meetings shall be held during the department's normal business hours.

Either party requesting the meeting shall provide an agenda five (5) days prior to the meeting.

21.2 Health Department Workgroups – Primary Care Clinics Only

The parties agree to form clinic workgroups as mutually agreed upon which will continue unless they are mutually agreed to cease. Workgroups will meet twice per year, or as mutually agreed, to discuss issues of mutual concern. Meetings shall be held during the department's normal business hours and will last no longer than two (2) hours.

1) Clinic Workgroups: Workgroups will meet and discuss operational items related to Primary Care Clinics such as aligning care decisions across the patient journey; improving patient outcomes and quality metrics; identifying clinical workflows to enhance the patient experience and integrate comprehensive technology to reduce variability of care; and to expedite service delivery. The workgroup will be comprised of two (2) UAPD stewards/members and designated management representatives.

2) The Clinician System workgroup will be facilitated by the Clinic Quality Improvement (QI) division and is focused on QI Initiatives that will help improve communication and collaboration across all clinics. The workgroup will be compromised of three (3) clinicians, one (1) Clinic Services Medical Director, and designated management representatives. The goal is to collaboratively identify barriers to patient access and discuss viable, patient-centric solutions.

ARTICLE 22 COMPLIANCE WITH ETHICS AND LAWS

22.1 Licensing

In compliance with the individual employment contracts, unit employees shall be and remain licensed to practice medicine or other health care profession in the State of California. Unit employees shall also maintain good standing with the Medical Board of California, or other governing board (the "Board").

Employees are required to immediately provide the County notice if:

- They become the subject of any pending disciplinary action by the Board or the equivalent medical licensing authority of any other state in the United States, or on notice of possible assertion of disciplinary action(s), other than such action(s).

- They become excluded, suspended or barred from participation in Medicare, Medicaid, Medi-Cal, or any other plans and programs that provide health benefits funded directly or indirectly by the United States or the subject of an audit or investigation related to these programs.

- They have had any actions taken against his/her Medicare, Medicaid, or Medi-Cal participation, including revocation, termination, suspension, or similar action in the past.

Failure to maintain licensing requirements shall render the employee unqualified for employment. The County may take any necessary actions up to and including termination of employment.

The parties agree that County employees shall not practice, nor shall they be required to practice, in any manner which places their professional license(s) in jeopardy.

22.2 Medical License Reimbursement

Unit employees shall receive medical license reimbursement as indicated in their individual employment agreements.

ARTICLE 23 JURY DUTY

Unit employees who are summoned to jury or witness duty shall be provided with unpaid time off to attend as required. Employees may utilize available leave accruals while they are attending jury or witness duty. Employees who receive notice of jury or witness duty shall provide a copy of the notice to their supervisor or their department's Human Resources Office at least two-weeks prior to the date of attendance. In the event an employee, at no fault of their own, is unable to provide the notice of jury or witness duty at least two-weeks prior to the date of, the employee will notify their supervisor, director or Human Resources Office as soon as possible.

ARTICLE 24 EMERGENCY AUTHORITY

Nothing contained herein shall be construed to limit the authority of the County to make changes for the purpose of preparing for or meeting an emergency. For the purposes of this article, any changes in law or circumstances that reduces currently existing or anticipated revenue levels by 30% or more of total general fund revenues within the current fiscal year may be included, though not the sole factor, within the definition of an emergency. Such emergency actions shall not extend beyond the period of the emergency. If circumstances surrounding the emergency allow, the County will meet and consult with the Union prior to taking action under the authority of this section. After taking action under the authority of this section, the County, upon request, will meet and confer with the Union over the practical consequences that the emergency action

taken had on those terms and conditions of employment that are within the scope of representation.

ARTICLE 25 NO STRIKE NO LOCK OUT

During the term of this agreement, the Union agrees that under no circumstances will the Union recommend, encourage, cause or permit its members to initiate, participate, or take part in any strike (economic strike, unfair practice strike and sympathy strike) any department of the County, any curtailment or restriction of any work or production, or any interference with any operation of the County.

In the event of strike activities at the County, the County agrees during the term of this agreement that it will not lock out any UAPD represented employees.

ARTICLE 26 WORK ENVIRONMENT

The provisions in this Article are not subject to the Grievance Procedure as outlined in this agreement. However, allegations regarding workplace environment, bullying and retaliation are taken very seriously and will be handled through the appropriate Human Resources process.

26.1 Workplace Environment

The County is committed to providing a workplace where all persons employed by the County of Monterey, regardless of their classification or pay status, are treated in a manner that maintains generally accepted standards of human dignity and courtesy.

26.2 Anti-Bullying and Retaliation

The County is committed to providing a workplace free from bullying and retaliation. Accordingly, the County adheres to California Government Code Section 12950.1, as it may be amended from time to time.

Non-Operative Language (provided for reference only)

Retaliation against any employee who is a target of bullying behavior, as well as any employee who makes complaints about or participated in any investigation or administrative process related to a complaint of workplace bullying is prohibited. Bullying does not include appropriate management or supervision of employees

ARTICLE 27 FULL UNDERSTANDING, MODIFICATION, WAIVER

It is intended that this Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

Existing matters within the scope of representation which are not referenced in the Memorandum of Understanding and which are subject to the meet and confer process shall continue without change unless modified subject to the meet and confer process.

The County assures the Union that unless changes are warranted by operational necessity it does not intend, nor does it anticipate, during the term of this Memorandum of Understanding any change, modification or cancellation of wages, hours, and working conditions which are subject to meet and confer and which are presently in effect or contained in this Memorandum.

Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, although they may mutually agree otherwise, to negotiate with respect to any subject or matter covered herein or with respect to any other matter within the scope of negotiations, during the term of this Agreement.

Any agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by the County's Board of Supervisors.

The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

The parties shall consult in good faith on any disagreement as to the meaning or interpretation of any term or provision of this Agreement.

For the County: For UAPD:

Docusign Envelope ID: 59BEFA9E-9AD9-4BC3-82A3-99C3649FA438

MEMORANDUM OF UNDERSTANDING

Between

County of Monterey

And

The Monterey County Sheriff Management Association – Unit C

July 1, 2024 through June 30, 2027

Docusign Envelope ID: 59BEFA9E-9AD9-4BC3-82A3-99C3649FA438

Table of Contents

ARTICLE 1 DESIGNATION OF PARTIES 5
ARTICLE 2 REPRESENTATION 5
ARTICLE 3 AUTHORIZED AGENTS 5
ARTICLE 4 IMPLEMENTATION 5
ARTICLE 5 TERM 6
ARTICLE 6 WAGES 6
ARTICLE 7 SPECIAL PAY PRACTICES 6
7.1 POST Certificate Premium Pay 6
7.1.2 Advanced POST Certificate Premium Pay 6
7.1.3 Management POST Certificate Premium Pay 6
7.2 Bilingual Pay 7
7.3 Uniform Allowance 7
7.4 Longevity Pay 7
7.5 Monthly Expense Allowance 7
7.6 Annual Professional Development Stipend 8
7.7 Supplemental Law Enforcement Services 8
7.8 Shift Differential 8
7.9 Professional Expense Stipend 8
ARTICLE 8 RETIREMENTS 9
8.1 California Public Employees' Retirement System (CalPERS) 9
8.2 Public Employee Retirement System (PERS) Contributions 10
ARTICLE 9 BENEFITS 10
9.1 The Flexible Benefits Plan 10
9.2 Flexible Benefits Plan Contributions 11
9.2.2 Dental Insurance Contribution 13
9.2.3 Vision Insurance Contribution 13
9.3 Life Insurance 13
9.4 Retiree Health Insurance 13
9.5 Retiree Dental Coverage 13
9.6 Retiree Vision Coverage 13
9.7 Retiree Physical Examination 14

Docusign Envelope ID: 59BEFA9E-9AD9-4BC3-82A3-99C3649FA438

ARTICLE 10 ANNUAL LEAVE 14
10.1 Accrual Rate Limit 14
10.2 Annual Leave Usage 15
10.4 Annual Leave Pay-Off Upon Termination 16
10.5 Rate of Pay While on Annual Leave 16
10.6 Use of Annual Leave When Permanently Incapacitated 17
ARTICLE 11 SICK LEAVE 17
11.1 Sick Leave Balance; Usage and Pay-Off 17
11.2 Retirement Sick Leave Pay Off 17
ARTICLE 12 PROFESSIONAL LEAVES 17
ARTICLE 13 FITNESS PROGRAM 17
ARTICLE 14 ADMINISTRATION LEAVE FOR OVERTIME EXEMPT 17
14.1 Emergency Overtime for Exempt Classes 18
ARTICLE 15 HOLIDAY LEAVE 18
15.1 Holiday Leave 18
15.2 Holiday Leave for Overtime Exempt Classes 19
ARTICLE 16 CLASSIFICATION PLAN MAINTENANCE 19
ARTICLE 17 GRIEVANCE PROCEDURE 20
17.1 Purpose 20
17.2 Definition 20
17.3 Basic Rules 21
17.3.2 Grievance Forms 21
17.3.3 Modifications 21
17.3.4 Notice of Meetings 21
17.3.5 Right of Representation 22
17.3.6 Grievance Withdrawal 22
17.3.7 Grievance Resolution 22
17.3.8 Reconsideration 22
17.3.9 Consolidation of Grievances 22
17.3.10 Work Rule Provisions 22
17.4 Processing Grievances 23
17.5 Grievance Procedure Steps 24

Docusign Envelope ID: 59BEFA9E-9AD9-4BC3-82A3-99C3649FA438

ARTICLE 18 LAYOFF PROCEDURES 26
18.2 Procedure 26
18.2.4 Demotion in Lieu of Layoff 27
18.3 Transfer 28
18.4 Notice 28
18.5 Reemployment of Employees Laid Off 28
18.6 Status of Employees Reemployed from a Preferred Eligible List 29
18.7 Restoration of Benefit for Recalled Employees 29
18.8 Insurance Coverage 30
18.9 Appeal Procedure 30
ARTICLE 19 EMERGENCIES 30
ARTICLE 20 DISCIPLINE 30
20.1 Disciplinary Action 30
20.2 Suspension With Pay Pending Investigation 31
20.3 Notice of Disciplinary Action 31
20.4 Written Reprimand 32
20.5 Suspension Without Pay 32
20.6 Reduction in Salary 32
20.7 Disciplinary Demotion 32
20.8 Dismissal 33
20.9 Absence Without Leave Separation 33
20.10 Statute of Limitations 33
20.11 Appeals from Disciplinary Action 33
ARTICLE 21 COUNTY RIGHTS 35
ARTICLE 22 CONCERTED ACTIVITIES 36
ARTICLE 23 SEPARABILITY 36
ARTICLE 24 FULL UNDERSTANDING, MODIFICATION, WAIVER 37
ARTICLE 25 ADDITIONAL PROVISIONS 37

Docusign Envelope ID: 59BEFA9E-9AD9-4BC3-82A3-99C3649FA438

ARTICLE 1 DESIGNATION OF PARTIES

This Memorandum of Understanding is made and entered into between the County of Monterey (hereinafter "County") located at 168 West Alisal St, 3rd Floor, Salinas, California 93901, and the Monterey County Sheriffs Management Association (hereafter called "MCSMA") located at 1422 Constitution Ave, Box #261, Salinas, CA 93906. It shall become effective upon adoption by the Board of Supervisors.

ARTICLE 2 REPRESENTATION

The following classifications are represented in this Agreement:

- District Attorney Investigative Captain
- Sheriffs Commander
- Sheriffs Captain

ARTICLE 3 AUTHORIZED AGENTS

For purposes of administering the terms and provisions of this Memorandum of Understanding:

- Management's principal authorized agent shall be the County Administrative Officer, or his/her duly authorized representative: mailing address: 168 West Alisal St, 3rd Floor, Salinas, California 93901, telephone (831) 755-5115.
- MCSMA's principal authorized agent shall be Association President, Monterey County Sheriffs Management Association, 1422 Constitution Ave., Box #261, Salinas, CA 93906.

ARTICLE 4 IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to the County's Board of Supervisors. It is agreed that this Memorandum of Understanding shall not be binding upon the parties either in whole or in part unless and until said Board of Supervisors:

- Acts formally to approve said Memorandum of Understanding, and
- Enacts necessary amendments to all County ordinances and resolutions, and acts to appropriate the necessary funds required to implement the provisions of this Memorandum of Understanding which require funding, and
- Acts to amend all necessary contracts with providers of services, which are affected by this Memorandum of Understanding.

The County and MCSMA affirm the Monterey County Values as presented to the Board of Supervisors on February 5, 1999; specifically,

- We are committed to assuring honesty and integrity in all County actions.

Docusign Envelope ID: 59BEFA9E-9AD9-4BC3-82A3-99C3649FA438

- We are committed to providing top quality customer service.
- We are committed to practicing continuing innovation.
- We are committed to treating our fellow employees, customers and residents with respect and courtesy at all times.

ARTICLE 5 TERM

The term of this Memorandum of Understanding is from July 1, 2024 to June 30, 2027.

ARTICLE 6 WAGES

The County will provide a wage increase to the base salary schedule to members of MCSMA as follows:

- Year 1- 4.0% effective the first full pay period following Association ratification and Board approval.
- Year 2- 4.0% effective the first full pay period following July 1, 2025.
- Year 3- 4.0% effective the first full pay period following July 1, 2026.

ARTICLE 7 SPECIAL PAY PRACTICES

7.1 POST Certificate Premium Pay

7.1.1 Intermediate POST Certificate Premium Pay

Those employees covered by this agreement who possess an intermediate POST certificate issued by the Commission of Peace Officer Standards and Training (POST) shall receive a Premium Pay equal to two-point-six percent (2.6%) of the employees' base pay.

7.1.2 Advanced POST Certificate Premium Pay

Those employees covered by this agreement who possess an advanced POST certificate issued by the Commission of Peace Officer Standards and Training (POST) shall receive a Premium Pay equal to five percent (5%) of the employees' base pay.

7.1.3 Management POST Certificate Premium Pay

Effective the first full pay period following July 1, 2020, those employees who possess a Management Certificate issued by the Commission of Peace Officers Standards and Training (POST) shall receive a Premium Pay equal to two percent (2%) of the employees' base pay. The Management POST Certificate premium pay shall be effective the first full pay period following the date listed on the Management POST certificate.

Docusign Envelope ID: 59BEFA9E-9AD9-4BC3-82A3-99C3649FA438

Employees shall receive no more than 7% for POST Certificate Premium Pay.

7.2 Bilingual Pay

Upon assignment by the Appointing Authorities for each office, and upon passing an industry standard proficiency test as determined by the Appointing Authorities, all unit members shall be eligible to receive a Premium Pay equal to five percent (5%) of the employee's base pay.

7.3 Uniform Allowance

The previous $80/month and $50/month Uniform Allowances were eliminated in 2013 in exchange for a $0.375 hourly base wage increase.

7.4 Longevity Pay

Unit members who have completed twenty (20) years of County service prior to the first full period following July 1, 2024 shall receive premium pay of six percent (6%) of their base wage.

Effective the first full pay period following Association ratification and Board of Supervisors approval of this agreement, permanent unit employees who accrue:

- Ten (10) consecutive years of service shall receive a premium pay of two and a half percent (2.5%) of their base wage.
- Fifteen (15) consecutive years of service shall receive a premium pay totaling three and a half (3.5%) of their base wage.
- Twenty (20) consecutive years of service shall receive a premium pay totaling five and half percent (5.5%) of their base wage.

Consecutive service years include service time worked as a permanent employee as long as there was no break in service greater than four (4) pay periods. Time while on protected leave(s) is considered service credit. Service time of less than 1.0 FTE shall be pro-rated based on FTE.

The Longevity premium pay will be reported in accordance with PERS regulations section 571A. Elected Annual Leave Cash Out values will be inclusive of the longevity pay.

Eligible employees are required to complete and submit the required form to their respective Human Resources Department at least two (2) weeks prior to the employee's eligible to ensure that the premium pay is processed in a timely manner. Retroactive payments will not be processed for those forms submitted late by the employee.

7.5 Monthly Expense Allowance

Docusign Envelope ID: 59BEFA9E-9AD9-4BC3-82A3-99C3649FA438

Unit members shall be provided a twenty-five dollar ($25) monthly expense allowance.

7.6 Annual Professional Development Stipend

Unit employees shall be eligible for an Annual Professional Development Stipend ofup to two hundred fifty dollars ($250) per year payable the first full pay period in January of each calendar year.

7.7 Supplemental Law Enforcement Services

Officer Compensation Pursuant to Monterey Code, Chapter 2.76

All hours worked in the performance of Supplemental Law Enforcement Services will be compensated as follows:

- Employees shall use vacation, PTO or holiday hours to work Supplemental Law Enforcement events. An employee can utilize the approved vacation, PTO and holiday hours prior to and after the Supplemental Law Enforcement event. Employees shall not perform Supplemental Law Enforcement assignments during the employee's regularly scheduled shift while on approved vacation, PTO or holiday.

- No leave other than leaves listed above shall be used for Supplemental Law Enforcement Services.

- Commander - Straight time wages for all hours worked in excess of eighty (80) hours in a work period, unless the Commander is working as the Officer in Charge (OIC) for the event in which case the Commander shall be compensated at the rate of one and one-half (1.5) times the regular rate of pay for any hours in excess of eighty (80) hours in a work period.

7.8 Shift Differential

Unit employees who are routinely and consistently scheduled to work at least four (4) hours between 8:00 p.m. and 8:00 a.m. shall be eligible for shift differential pay at the rate of ninety cents ($0.90) per hour for actual hours worked. Only hours worked within the differential period of 8:00 p.m. to 8:00 a.m. will be eligible for differential pay.

An employee who is called back to work a partial shift for any employee who is regularly assigned to a shift which is eligible for shift differential pay shall be eligible for shift differential pay for hours worked between 8:00 p.m. to 8:00 a.m.

7.9 Professional Expense Stipend

Docusign Envelope ID: 59BEFA9E-9AD9-4BC3-82A3-99C3649FA438

Unit C employees shall be paid a Professional Expense Stipend of Four Hundred Dollars ($400) the first full pay period of each calendar year. Employees must be in paid status during the pay period in which the stipend is paid in order to be eligible. Eligible employees who are scheduled to work 40 hours or less per pay period shall receive one-half the Professional Expense Stipend.

ARTICLE 8 RETIREMENTS

8.1 California Public Employees' Retirement System (CalPERS)

Due to implementation of the Public Employees' Pension Retirement Act (PEPRA) CalPERS has designated members as either "Classic" or "PEPRA." The employee designation is determined by CalPERS.

PEPRA Members - Are defined as employees hired on or after January 1, 2013, and prior to that date were not members of CalPERS or a retirement system that has reciprocity with CalPERS.

Retirement Formula:	2.7%@57
Employee Contribution:	11.5% (subject to yearly change based on½ of normal cost as determined by CalPERS)
Final Compensation:	Highest 36 months average, subject to CalPERS compensation limits

Classic Safety Member - Are defined as employees hired prior to January 1, 2013 or were members of CalPERS or a retirement system that has reciprocity with CalPERS.

Retirement Formula:	3% @ 50 (hired prior to 11/5/11)
Employee Contribution:	9%
Employee Share of Employer Contribution:	3%
Final Compensation:	Highest 12 months average, subject to CalPERS compensation limits

Retirement Formula:	3% @ 55 (hired on or after 11/5/11)
Employee Cost:	9%
Employee Share of Employer Contribution:	3%
Final Compensation:	Highest 36 months average, subject to CalPERS compensation limits

CalPERS will have final determination of Classic vs. PEPRA membership.

Docusign Envelope ID: 59BEFA9E-9AD9-4BC3-82A3-99C3649FA438

8.2 Public Employee Retirement System (PERS) Contributions

The Monterey County Sheriff's Management Association (MCSMA) and the County agree to a pension cost-sharing arrangement pursuant to Public Employees' Retirement Law 20516(f) under which, in addition to the 9% currently paid by classic members as the employees' contribution, bargaining unit employees shall pay an amount equal to 3% towards the employer's PERS contribution for a total of twelve percent contribution.

MCSMA and the County agree that the 3% contributed by classic MCSMA members will be implemented on a pre-tax basis pursuant to JRS Code 414(h)(2). However, it is understood that, should it be determined that the contribution cannot be made on a pre-tax basis, or IRS issues an adverse opinion in this or another jurisdiction addressing the issue, individual members shall be liable for any taxes due. In such case, the parties agree to meet and confer on the impact of such determination, and alternative means of achieving the savings contemplated by this agreement in a manner that minimizes the tax impact on covered employees to the extent possible.

MCSMA and the County agree that, during the term of this agreement, the contribution outlined in this sections shall continue as long as the employer rate is determined by CalPERS.

ARTICLE 9 BENEFITS

9.1 The Flexible Benefits Plan

The County will make available a Flexible Benefits Plan to eligible employees. Employees may elect medical, dental, and/or vision coverage for themselves and their eligible dependents or decline coverage.

The provisions, rules and regulations governing the administration of the Flexible Benefits Plan are contained in the Flexible Benefits Plan document. Changes may be required from time to time to maintain the integrity of this flexible benefits plan as a lawful Internal Revenue Service (IRS) Section 125 plan. The County and MCSMA agree that the County shall have discretion to make such changes to ensure this plan is eligible for favorable treatment under the IRS Code. The County may add or remove benefit options to or from this plan during the term of this agreement, subject to the obligation of the parties to meet and confer only over the impact of such changes Removal of a benefit shall occur only if the benefit is deemed contrary to public law or regulation governing **IRS** Section 125 benefit plans, is no longer available by vendor, or becomes insolvent.

The County continues to have the right to administer the various County sponsored insurance programs. These rights include but are not limited to the right to select the

Docusign Envelope ID: 59BEFA9E-9AD9-4BC3-82A3-99C3649FA438

County sponsored carriers and claim insurance administrators. Changes in insurance carriers or administrators shall not result in any overall reduction in benefits.

A. Eligibility

Permanent unit employees with a minimum Full Time Equivalent (FTE) of 0.50 or more will be eligible to participate in any of the County's health insurance programs.

B. General Provisions

Additional Payroll Deduction
For each month when the benefit options selected by the employee under this plan exceed the appropriate County contributions for that employee, that employee shall pay by pre or post-tax payroll deduction the full cost (100%) which exceeds the County's contributions for that employee.

In-Lieu Payout
For each month that the County contribution is not used by an employee to obtain benefit options under this plan, the full amount of funds not utilized shall be paid out, provided the employee has purchased at least individual only health insurance through CalPERS.

9.2 Flexible Benefits Plan Contributions

9.2.1 CalPERS Medical Insurance Contributions

The County will provide medical insurance through the California Public Employees Retirement System (PERS) medical insurance program. All rules, regulations and procedures with respect to plan eligibility, benefits, claims payments and customer service procedures, etc. for the CalPERS plans are established by CalPERS. The County makes no representations or guarantees whatsoever with respect to the CalPERS health insurance plans.

Pursuant to this Agreement the County shall provide a fixed elective contribution towards the cost of CalPERS Platinum health plans as follows:

- Remain status quo for CalPERS coverage year 2024

- Effective CalPERS coverage year 2025:
  - $976.63 for employee only
  - $2,117.56 for employee plus one
  - $2,802.12 for employee plus family
  - For each month that the full County non-elective and elective contributions are not used by an employee to obtain benefit options under this plan (excluding optional post-tax benefits), the full amount of funds not utilized shall be forfeited.

Docusign Envelope ID: 59BEFA9E-9AD9-4BC3-82A3-99C3649FA438

- Effective CalPERS coverage 2026:

    - $1,064.53 for employee only
    - $2,308.14 for employee plus one
    - $3,054.31 for employee plus family
    - For each month that the full County non-elective and elective contributions are not used by an employee to obtain benefit options under this plan (excluding optional post-tax benefits), the full amount of funds not utilized shall be forfeited.

- Effective CalPERS coverage 2027:

    - $1,160.34 for employee only
    - $2,515.87 for employee plus one
    - $3,329.20 for employee plus family
    - For each month that the full County non-elective and elective contributions are not used by an employee to obtain benefit options under this plan (excluding optional post-tax benefits), the full amount of funds not utilized shall be forfeited.

The County shall provide a fixed elective contribution towards the cost of the CalPERS Gold health plan (or any other health plan offered by CalPERS) as follows:

- Remain status quo for CalPERS coverage 2024
- Effective CalPERS coverage year 2025:

    - $930 for employee only
    - $2,000 for employee plus one
    - $2,650 for employee plus family
    - For each month that the full County non-elective and elective contributions are not used by an employee to obtain benefit options under this plan (excluding optional post-tax benefits), the full amount of funds not utilized shall be forfeited.

- Effective CalPERS coverage 2026:
    - $1,013.70 for employee only
    - $2,180.00 for employee plus one
    - $2,888.50 for employee plus family
    - For each month that the full County non-elective and elective contributions are not used by an employee to obtain benefit options under this plan (excluding optional post-tax benefits), the full amount of funds not utilized shall be forfeited.

- Effective CalPERS coverage 2027:

Docusign Envelope ID: 59BEFA9E-9AD9-4BC3-82A3-99C3649FA438

- $1,104.93 for employee only
- $2,376.20 for employee plus one
- $3,148.47 for employee plus family
- For each month that the full County non-elective and elective contributions are not used by an employee to obtain benefit options under this plan (excluding optional post-tax benefits), the full amount of funds not utilized shall be forfeited.

Part-time permanent employees with a minimum Full Time Equivalent (FTE) of 0.50, but less than 0.80 FTE will receive half (1/2) of the County elective contributions received by full-time permanent unit employees.

9.2.2 Dental Insurance Contribution

The County's maximum contribution to the Flexible Benefits Plan for dental coverage will be equal to the cost of the employee only premium for all eligible permanent employees.

9.2.3 Vision Insurance Contribution

The County's maximum contribution to the Flexible Benefits Plan for vision coverage will be equal to the cost of the employee only premium for all eligible permanent employees.

9.3 Life Insurance

The County agrees to provide fifty-thousand dollar ($50,000) in group term life insurance for employees in paid status.

9.4 Retiree Health Insurance

The County will contribute toward the monthly premium for eligible retirees enrolled in a CalPERS health insurance program as directed by CalPERS.

9.5 Retiree Dental Coverage

Retirees shall be provided the option of purchasing dental coverage for themselves and their eligible dependent within the same administrative rules, and procedures set for County employees. Retiree enrollment is subject to eligibility criteria. The full premium shall be paid by the retiree. The rates shall be fixed as a percentage above the rate for active employees as follows:

Retirees' Rate above Employees' Rate	
Retiree Only:	33%
Retiree plus one:	31%
Family:	30%

9.6 Retiree Vision Coverage

Retirees shall be provided the option of purchasing vision coverage for themselves

Docusign Envelope ID: 59BEFA9E-9AD9-4BC3-82A3-99C3649FA438

and their eligible dependent within the same administrative rules, and procedures set for County employees. Retiree enrollment is subject to eligibility criteria. The full premium shall be paid by the retiree. The rates shall be fixed as a percentage above the rate for active employees as follows:

Retirees' Rate above Employees' Rate	
Retiree Only:	39%
Retiree plus one:	38%
Family:	38%

9.7 Retiree Physical Examination

Unit members retiring after June 30, 1989 shall be eligible for a complete physical examination at Natividad one (1) time each fiscal year.

ARTICLE 10 ANNUAL LEAVE

Notwithstanding the provisions of any other agreement or resolution, the Annual Leave program shall be in lieu of provisions providing vacation and sick leave benefits. Employees covered under the annual leave program shall not be eligible for any vacation and sick leave benefits except for those set forth below

10.1 Accrual Rate Limit

Eligible employees shall accrue annual leave at the following rates (for the purposes of annual leave accrual, a day is defined as (8) hours:

Years of Completed Continuous County Service	Annual Leave Accrual
0 - 10 years	23 days (184 hours) 7:05 hours pay period
10 - 20 years	28 days (224 hours) 8:28 hours pay period
20 - 22 years	31 days (248 hours) 9:33 hours pay period
22 - 23 years	32 days (256 hours) 9:51 hours pay period
23 - 24 years	33 days (264 hours) 10:09 hours pay period
24 - 25 years	34 days (272 hours) 10:28 hours pay period
Over 25 years	35 days (272 hours) 10:47 hours pay period

A maximum of six hundred seventy-five (675) hours of Annual Leave may be accrued after which no further accrual shall be made until the employees' accrual is reduced to below six hundred seventy-five (675) hours by the use of Annual Leave. Annual Leave shall be earned on the basis of each biweekly pay period worked from the beginning of the biweekly pay period following the permanent appointment into a position in a class that is included in the Safety Management Unit. No Annual Leave shall be credited for any pay period during which an employee is on any non-paid status exceeding one-half (1/2) of the employee's

Docusign Envelope ID: 59BEFA9E-9AD9-4BC3-82A3-99C3649FA438

normally scheduled working days.

It is further understood and agreed that during the life of this agreement the County may switch the accrual of Annual Leave from a pay period to an hourly basis. Under an hourly accrual system, accruals would automatically be prorated based on hours worked. Paid Annual Leave shall be considered hours worked for purposes of Annual Leave accrual.

Employees hired or promoted into Bargaining Unit C after July 27, 1999, will not receive Industrial Sick Leave Pay. Employees hired or promoted into Unit C on or before July 27, 1999, will continue to receive Industrial Sick Leave Pay.

10.2 Annual Leave Usage

Each Appointing Authority shall be responsible for scheduling the Annual Leave periods of his/her employees in such a manner as to achieve the most efficient functioning of the department or agency and of the County service. The Appointing Authority shall determine when Annual Leave will be taken.

Policy Statement: All eligible employees in the Annual Leave program are expected to use at least 80 (eighty) hours of annual leave in each calendar year following the calendar year in which they are appointed.

When unscheduled usage of Annual Leave occurs, verification of reason for absence may be required of the employee. Further, employees claiming illness or injury may be required to furnish a certificate issued by a licensed physician or other satisfactory evidence of illness. Any person absent from work shall notify his/her department or division head at the beginning of the first day of such leave and as often thereafter as directed by the department or division head. The County Administrative Officer or the Appointing Authority may request that a medically trained employee verify the employee's illness by a visit to the employee's residence or may invoke the provision of Section B.7 entitled "Physical Fitness Examination" of the Personnel Policies and Practices Resolution.

10.3 Annual Leave Cash Out

Permanent, full-time unit employees with over one (1) year of service in their current class may cashout up to 80 (eighty) hours of Annual Leave or PTO time per calendar year, however forty (40) hours must remain in his/her Annual Leave and/or PTO bank after the cash out.

10.3.1 Election to Cash Out Annual Leave

In order to cash out or otherwise require the County to buy back vacation, annual leave or paid time off, the employee must first meet the eligibility criteria set forth in the applicable provision of the bargaining agreement. If such criteria are met, only then the employee may request and be granted compensation in lieu of vacation/annual leave/PTO for up to the amounts set forth in the

Docusign Envelope ID: 59BEFA9E-9AD9-4BC3-82A3-99C3649FA438

bargaining agreement under the terms set forth below. If such criteria are not met as of December 31st of the calendar year in which the election is required to be made, the employee has no right to elect to cash out accrued time in the next calendar year.

A. An eligible employee must elect to pre-designate an irrevocable cash-out amount of up to the maximum number of hours of vacation/annual leave/PTO for the upcoming calendar year as set forth for his/her respective class. Requests for cash out must be made prior to December 1 of the calendar year before the cash out will be made (for example, requests for the 2017 calendar year will be made before December 1, 2016).

B. Cash out designations shall be made in hours, not dollar amounts, and must be in increments of no less than 8 hours.

   Any such request will be subject to the following:

   i. Any employee utilizing this provision will be required to submit an irrevocable election by December 1st of the calendar year prior to the calendar year in which the vacation/annual leave/PTO hours to be cashed out are earned.

   ii. An employee who elected to receive the cash out as set forth above, may request a full or a partial payment of the cash out at any time in the designated calendar year, but only once per calendar quarter. For requested cash out occurring in 2017, full or partial cash out payment is not guaranteed in the month of January.

   iii. For employees who have pre-designated cash out amounts and who have not requested actual payment(s) of the entire designated cash out amount by December 1st of that calendar year, the County will automatically pay out the pre-designated amount (or remaining amount designated but not paid) by the last paycheck of the calendar year.

   iv. Employees who have not elected to pre-designate a cash out by the applicable deadline (December 1st of the prior calendar year) will be deemed to have waived their right and will not be eligible to cash out any vacation/annual leave/PTO in the following calendar year (for example, if no designation is made by December 1, 2016, no cash out is available in 2017).

10.4 Annual Leave Pay-Off Upon Termination

Any eligible employee who terminates or is terminated, shall be paid at the then prevailing hourly rate of pay for each hour of earned Annual Leave based on the pay rate in effect for such person on the last day actually worked or spent on authorized leave.

10.5 Rate of Pay While on Annual Leave

While on authorized annual leave, and in compliance with all leave rules and practices, eligible

Docusign Envelope ID: 59BEFA9E-9AD9-4BC3-82A3-99C3649FA438

employees shall be compensated at their base salary rate plus any applicable special stipends for which the employee has been deemed eligible for at the time of taking said annual leave.

10.6 Use of Annual Leave When Permanently Incapacitated
Annual leave shall not be used to continue the salary of any eligible employee after it has been determined by a licensed healthcare professional that such officer or employee is permanently incapacitated for a return to County employment.

ARTICLE 11 SICK LEAVE

11.1 Sick Leave Balance; Usage and Pay-Off
Sick leave balances were frozen at the amount credited to the employee as of January 8, 1982. Sick leave may be used until the sick leave balance is exhausted. Sick leave may be used in the same manner as prescribed in Article 27 Sick Leave of the Monterey County Personnel Policies and Practices Resolution.

11.2 Retirement Sick Leave Pay Off
An employee may, upon retirement or death, cash out up to seven hundred fifty (750) hours of sick leave, subject to eligibility criteria and pertinent law.

ARTICLE 12 PROFESSIONAL LEAVES

Permanent unit employees shall be granted ten (10) days of Professional Leave on January 1 of each year. Employees permanently hired or promoted into a unit classification shall, on the first pay period concurrent with or following their date of hire, be given a pro rata amount, to the nearest full hour, of Professional Leave based on the number of pay periods remaining in the calendar year in which they became Unit C employees (i.e., hired at the beginning of pay period NO. 8: 26-7=19, 19/26x40=29 hours) but in no event shall less than eight (8) hours be credited.

This leave may be taken only during the calendar year in which it is granted and no carry over of unused Professional Leave to future years is allowed. There is no cash out value to any Professional Leave

ARTICLE 13 FITNESS PROGRAM

The County and MCSMA agree to meet during the term of this Agreement to define a mutually agreed upon Fitness Program with the intent of maintaining the physical fitness of the employees and reducing work related injuries.

ARTICLE 14 ADMINISTRATION LEAVE FOR OVERTIME EXEMPT

Employees who are not in overtime eligible classes shall not receive compensation for overtime but may be authorized Administrative Leave with pay by their Appointing Authority or his/her designee in the event that County operations result in extraordinary work assignments for such employees. Such Administrative Leave shall not exceed two (2)

Docusign Envelope ID: 59BEFA9E-9AD9-4BC3-82A3-99C3649FA438

working days in any pay period. The County Administrative Officer may approve additional Administrative Leave with pay, upon written request from an employee's Appointing Authority showing special circumstances warranting such leave. Such approval shall be given in writing.

The provisions of this section shall be administered by the Appointing Authority but shall in no way establish any right to any type of overtime compensation for overtime exempt employees, regardless of whatever records are kept by the Appointing Authority.

14.1 Emergency Overtime for Exempt Classes

The provisions of the Section titled "Administrative Leave For Overtime Exempt Classes" notwithstanding, employees who are in overtime exempt classes may become eligible to receive compensation for hours worked in excess of eighty (80) hours in a pay period if authorized during specific emergency situations which require the extraordinary performance of services by employees in overtime exempt classes in order to protect life or property or to prevent a disruptive interruption of County services, as declared by the County Administrative Officer. Special compensation for such emergencies shall be defined as time actually worked in excess of eighty (80) hours in a pay period.

In such emergencies, employees in overtime exempt classes in Units C may, at the discretion of the County Administrative Officer, be compensated on an hour-for-hour credit basis for each hour in excess of eighty (80) hours in a pay period. Hour credits for such time may be treated as Administrative Leave or paid in cash, at the option of the employee.

ARTICLE 15 HOLIDAY LEAVE

15.1 Holiday Leave

Effective January 1, 2007, the following listed days shall be observed as legal holidays by the County of Monterey:

New Years Day
Martin Luther King Day
Presidents Day
Cesar Chavez Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Eve Day*

Docusign Envelope ID: 59BEFA9E-9AD9-4BC3-82A3-99C3649FA438

Christmas Day **

If any of the above listed holidays falls on a Saturday, the preceding Friday shall be the holiday in lieu of the day observed. If any of the above listed holidays falls on a Sunday, the following Monday shall be the holiday in lieu of the day observed.

*When December 24th (Christmas Eve) actually falls on a Saturday or Sunday, the preceding Friday shall be the holiday in lieu of the day observed.

** When December 25th (Christmas) actually falls on a Saturday or Sunday, the following Monday shall be the holiday in Lieu of the day observed

In addition, employees shall receive one (1) floating holiday per calendar year. Subject to the standard provisions for all floating holidays for County employees, this day will be taken at the employee's discretion with advance approval by the Appointing Authority or designee. This floating holiday must be taken as time off during the calendar year or it will be forfeited.

15.2 Holiday Leave for Overtime Exempt Classes

If a holiday, as defined in this Agreement, falls on a day other than a normal workday, the employee shall be entitled to take a regularly scheduled work day off in the same pay period. The determination of the day off shall be made in consultation with the employee's supervisor.

ARTICLE 16 CLASSIFICATION PLAN MAINTENANCE

With the exception of calendar year 2024, MCSMA may submit a request for a classification and/or base wage compensation study on behalf of MCSMA represented employee(s) between March 1st and May 31st of each calendar year. The Director of Human Resources may designate an alternate submission period due to operational considerations and/or to accommodate the County's budget preparation timeline. Classification and/or base wage compensation study requests by MCSMA will be received during this period only. Requests shall be submitted to the Human Resources Department Classification and Compensation Unit on the authorized request form. The maximum number of countywide requests shall be capped at two (2) per year.

After the close of the designated submission window, the Human Resources Department will review the submitted requests and evaluate factors such as: classification levels, compaction concerns, recruitment or retention difficulties, and additional responsibilities that are not within the scope of the existing classification specification. The Human Resources Department will determine which studies are warranted and the type of study to be conducted (i.e., classification study, classification specification review, base wage compensation review, etc.). MCSMA will be notified of each study the County finds not warranted within ten (10) working days. MCSMA will have ten (10) working days to appeal the decision with additional information as to why the study should be warranted or submit an alternate request in its stead.

Docusign Envelope ID: 59BEFA9E-9AD9-4BC3-82A3-99C3649FA438

The Human Resources Department will provide quarterly updates regarding the progress of the studies. The intent shall be to complete the studies within the fiscal year and will inform the Committee of any studies which will not be completed within this timeframe.

Upon request, the Human Resources Department shall provide a copy of the final Background and Findings report to MCSMA.

If there is a dispute concerning the findings of a study MCSMA may file a written appeal within ten (10) working days of receipt of the findings. The appeal should be filed with the assigned Classification and Compensation Analyst and the manager of the Classification and compensation Unit and provide a detailed explanation for the basis of the appeal.

If the appeal is not resolved, MCSMA may appeal in writing to the Director of Human Resources, or designee, within ten (10) working days.

The decision of the Director of Human Resources, or designee, shall be final. The provisions of this section shall not be subject to the grievance procedure article of this Agreement.

If it is recommended that the worker be reclassified, all Personnel Policies and Practice Resolution (PPPR) provisions shall apply to classification studies.

ARTICLE 17 GRIEVANCE PROCEDURE

17.1 Purpose

- To promote improved employer-employee relations by establishing a grievance procedure to afford employees individually or through qualified representation, a systematic means of obtaining consideration of complaints, questions, and disputes which constitute grievances as hereinafter defined.

- To enable grievances to be settled as promptly and as closely as possible to the point of origin.

17.2 Definition

A grievance shall be defined as a claim of a violation or inequitable application of written department- wide policy or County rules, regulations, resolutions, ordinances, or this Memorandum of Understanding by an employee or group of employees adversely affected thereby but shall not include the following:

17.2.1 Appeals of the disciplinary actions of demotion, suspension or dismissal shall be filed and processed pursuant to Personnel Policies & Practices Resolution, Section l 6.2.3C below and the Article pertaining to disciplinary appeals in this agreement.

17.2.2 Complaints relating to equal employment, occupational health and safety or workers' compensation shall be processed pursuant to appropriate County complaint

Docusign Envelope ID: 59BEFA9E-9AD9-4BC3-82A3-99C3649FA438

procedures in these areas.

17.2.3 Notwithstanding the foregoing, the grievance procedure is not applicable and shall not be used with the following:

a. The exercising of any of the management rights currently enumerated in the County's Employer-Employee Relations Policy.

b. Any matter, which is in the scope of representation in the meet and confer process.

c. Discrimination based on age, race, color, religion, sex, national origin, national status, ancestry, disability or sexual orientation which shall be processed pursuant to appropriate County complaint procedures or applicable statutes.

d. Any matter for which a different appeals procedure is provided either by statutes, ordinances, resolutions or agreement, except as specifically provided herein.

17.3 Basic Rules

17.3.1 Non-Discrimination

Any employee (meaning a grievant, as that term is defined above), may file a grievance or may authorize the filing of a grievance on his/her behalf without fear of restraint, interference, coercion, discrimination or reprisal.

17.3.2 Grievance Forms

Grievance forms shall be made available to the employee through Human Resources or other County departments, online, and from recognized employee organizations, and all formal grievances shall be submitted on these forms.

Grievance forms must explicitly specify the act(s) or omission(s) being grieved; the alleged negative impact upon the grievant, the policy or the particular section of the agreement, rule, resolution or ordinance, the violation of which is being alleged as the basis for the grievance, and the remedy requested.

17.3.3 Modifications

No modifications in the basic violation being alleged pursuant to the immediately preceding paragraph shall be made subsequent to filing unless mutually agreed to by both the County and the grievant or the grievant's representative. However, corrections in citations or other clarifying amendments can be made at any time by the grievant or the grievant's representative.

17.3.4 Notice of Meetings

The County and the grievant or the grievant's representative shall be responsible for giving notice of meetings and conferences to their representative parties at least

Docusign Envelope ID: 59BEFA9E-9AD9-4BC3-82A3-99C3649FA438

twenty-four (24) hours prior to any meeting regarding a grievance whenever possible.

17.3.5 Right of Representation

The employee has the right to the assistance of one (1) employee representative in addition to a staff representative of the Association in the preparation and/or presentation of his/her grievance in Steps 2 through 4 of this procedure provided, however, supervisory employees shall not represent non-supervisory employees where such activity would result in a conflict of interest. An employee is also entitled to represent his/herself individually at any step of the grievance procedure.

A grievant may change his/her designation of representative during the processing of a grievance, with advance notice to the Appointing Authority.

If the employee is represented in a formal grievance meeting, the department may also designate a management representative to be present in such a meeting.

17.3.6 Grievance Withdrawal

The grievant may withdraw the grievance at any stage of the grievance procedure by giving written notice to the County representative who last took action on the grievance, with a copy to the Human Resources Director or his/her designee.

17.3.7 Grievance Resolution

If a grievance is resolved at Step 2 in the procedure as provided herein, the grievant concerned shall indicate acceptance of the resolution by affixing his/her signature in the appropriate space indicated on the written grievance or written resolution agreement.

17.3.8 Reconsideration

By mutual agreement, the parties may return the grievance to a prior level for reconsideration. If the grievance is not then settled at the prior level, the grievant shall continue to have the rights set forth in this procedure.

17.3.9 Consolidation of Grievances

Employees with essentially identical grievances, including remedy, may initiate a single grievance. Employees with essentially identical grievances may be required, at the County's discretion, to consolidate to a single proceeding at Steps 2 and 3 of this grievance procedure.

17.3.10 Work Rule Provisions

If the Association believes that any change in an existing work rule or the establishment of a new work rule is unreasonable, it may file a grievance. With the concurrence of the Appointing Authority or his/her designee, MCSMA may file the grievance at Step 2.

Docusign Envelope ID: 59BEFA9E-9AD9-4BC3-82A3-99C3649FA438

17.4 Processing Grievances

17.4.1 Time Off

The grievant and/or his/her representative shall be granted reasonable time off with pay from regularly scheduled duty hours to process a grievance, provided that the time off will be devoted to the prompt and efficient investigation and handling of grievances, subject to the following:

a. Representatives

Insofar as possible, when a grievant's representative at Step 2 is a County employee, the representative shall be employed in the same work location as the grievant. When the foregoing condition cannot be met, a grievant's representative who is a County employee may be employed outside the same work location, provided said representative is no farther than ten (10) minutes away, by the most practical and common mode of transportation, from the grievant's work location. This time limit may be waived by mutual agreement of the parties when the grievant is assigned to a remote work location, or under other unusual circumstances.

County vehicles shall not be used for transportation by employee representatives in connection with the processing of grievances, nor will reimbursement be considered for the use of private vehicles.

b. Grievance Preparation

A grievant or a grievant's representative who is a County employee shall not leave his/her job to perform any grievance preparation work unless he/she receives permission from his/her supervisor. Such time off shall be granted within three (3) working days except in emergencies.

When a grievant or any representative must go into a section, department, or work unit to investigate a grievance, he/she shall be permitted to do so, provided he/she explains the purpose of the visit and whom he/she is visiting to the supervisor of said section, department or work unit. If immediate access cannot be granted upon request, it shall be granted within three (3) working days.

c. Grievance Meetings

A grievant's representative who is a County employee shall, upon notification of his/her supervisor, be granted time off to attend grievance meetings scheduled pursuant to the Notice of Meetings Section of this procedure.

A grievant or a grievant's representative who is a County employee shall notify his/her supervisor as soon as possible in advance of the dates and times and/or change in the dates and times of scheduled grievance meetings in which they must

Docusign Envelope ID: 59BEFA9E-9AD9-4BC3-82A3-99C3649FA438

participate.

A grievant or a grievant's representative, when said representative is a County employee, shall not log compensatory time earned or premium pay time for any time spent in the processing of a grievance.

17.4.2 Time Limitations

a. The time limitations are designed to quickly settle a grievance. Time limitations may be extended by agreement of the parties.

b. If at any stage of the grievance procedure the grievant is dissatisfied with the decision rendered it shall be the grievant's or the grievant's representative's responsibility to submit the grievance to the next designated level of review within the time limits specified.

c. Failure by the grievant or grievant's representative to submit the grievance within the time limits specified shall constitute an automatic forfeiture and an irrevocable waiver of the right to process the grievance to any further step.

d. The grievance shall promptly proceed to the next step within the prescribed time limits if the appropriate management representative fails to respond within the time limits specified.

17.5 Grievance Procedure Steps

Step 1 Informal Discussion With Supervisor

The grievance shall first be discussed on an Informal basis by the aggrieved with his/her immediate supervisor within twenty-one (21) calendar days from the date of the action causing the grievance. This initial step of the grievance procedure shall be without the right of representation. The grievant shall inform his/her immediate supervisor that this discussion is the Initial step of the grievance procedure. Every effort shall be made to resolve the grievance at this level. If the grievance cannot be resolved by the immediate supervisor, the supervisor shall confer with successive levels of command before replying to the grievant within seven (7) calendar days.

Step 2 Formal Written Grievance/Management Review

In the event the employee believes the grievance has not been satisfactorily resolved, the grievance shall be submitted in writing to the Appointing Authority or his/her designee within seven (7) calendar days from receipt of the immediate supervisors' response.

Within twenty-one (21) calendar days of receipt of the grievance, the Appointing Authority/designee shall deliver his/her written decision to the author of the grievance.

Docusign Envelope ID: 59BEFA9E-9AD9-4BC3-82A3-99C3649FA438

Step 3 Administrative Officer

In the event the employee believes his/her grievance has not been satisfactorily resolved, the grievance shall be submitted in writing to the Administrative Officer within seven (7) calendar days from the receipt of the Appointing Authority's written response. A meeting of the parties may be held by mutual agreement.

Within fourteen (14) calendar days from the receipt of the grievance, the Administrative Officer/designee shall deliver his/her written decision to the author of the grievance.

Step 4 Binding Arbitration

Within seven (7) calendar days from the receipt of the written decision resulting from a grievance heard by the Administrative Officer, or his/her designated representative, MCSMA or grievant may request in writing that the grievance, as defined hereinabove, be submitted to arbitration as provided hereinafter if no settlement is reached by sending a written notice to the Administrative Officer. Such written notice shall set forth the specific issue(s) still unresolved through the grievance procedure for which arbitration is requested.

Only those unresolved grievances filed and processed in accordance with the procedural requirements set forth herein and which meet the definition of a grievance contained in this MOU may be submitted to arbitration.

Within ten (10) calendar days from the request for arbitration, the County shall request a list of arbitrators from California State Mediation and Conciliation Service (CSMCS). Within twenty-one (21) calendar days from receipt of the list from CSMCS, the County and the grievant and/or representative will select an arbitrator.

An arbitrator shall be selected by each party alternately striking a name from such list. The party to strike first shall be alternated between the County and MCSMA from arbitration to arbitration. Upon selection of an arbitrator, an arbitration date must be selected within 90-days thereafter. Before the hearing has commenced and during the course of the hearing, the arbitrator may issue subpoenas *deuces tecum* at the request of either party. Oral evidence shall be taken only on oath or affirmation. The grievant and the Appointing Authority shall each have the right to call and examine witnesses, to cross-examine opposing witnesses on any matter relevant to the issues, to impeach any witness and to rebut the evidence produced. Technical rules relating to evidence and witnesses do not have to apply to such hearings. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding. At the hearing, the burden of proof shall be upon the grievant.

The fees and expenses of the arbitrator, court reporter and the cost of the transcript

Docusign Envelope ID: 59BEFA9E-9AD9-4BC3-82A3-99C3649FA438

for the arbitrator shall be shared equally by the County and the grievant, it being understood and agreed that all other expenses including, but not limited to, fees for witnesses, transcripts and similar costs incurred by the County or the grievant during such arbitration proceeding, will be the responsibility of the individual party incurring the additional expense(s).

Within forty-five (45) calendar days after the conclusion of the hearing or the submission of post-hearing briefs in the matter, whichever comes later, the arbitrator shall prepare a summary record of the proceedings, findings, conclusions and a decision. The decision of the arbitrator shall be final and binding upon the parties but shall confine itself to the issues(s) presented. It shall not add to, subtract from, nor otherwise modify the terms and conditions of this Agreement. The time requirement shall not be waived without the prior mutual consent of both the County and the grievant.

ARTICLE 18 LAYOFF PROCEDURES

18.1 Policy

The County may layoff an employee because of lack of work, lack of funds, material change in duties or organization, or in the interest of economy or causes outside the County's direct control.

The County shall inform MCSMA regarding the effects of any planned reduction in force or layoffs, which will affect a department's work force.

The department shall contact MMCSMA and offer to discuss the possible reduction and to invite suggestions for possible cost saving alternatives to layoffs. If alternatives to layoffs are not developed by the time the department determines a layoff should occur, the procedure outlined below shall be followed.

Departments and employees covered by other layoff procedures; i.e., Local Agency Personnel Standards, State Merit System, or Anti-Recession Federal Regulations, shall be governed by those procedures.

18.2 Procedure

Layoffs will be determined within County departments, not the County as a whole. In the event of a reduction in force in a department, the department head shall designate the classes, positions, and number of employees to be eliminated. The department at this time shall provide MCSMA with a current seniority list for those employees and classes affected.

Layoffs shall be made among all representation unit employees in the same class series within a County department in the following order:

- Temporary employees

Docusign Envelope ID: 59BEFA9E-9AD9-4BC3-82A3-99C3649FA438

- Probationary new employees (excluding promotional probationary employees)
- Permanent employees

No permanent employee within a department shall be laid off in any class if there are temporary employees in an active status in the same class within that department.

Layoff shall be by ranking sequence of employees except as otherwise provided herein.

18.2.1 Rank in Class Defined

For purposes of layoff rank shall be defined as the length of continuous service in a class series as determined by County personnel records while occupying a permanent position within the County. Continuous service for purposes of ranking for layoff shall be defined to include work related injury leave of up to one (1) year's duration. A class series is defined as a group of classes having common characteristics and/or promotional opportunities (e.g., as it applies to employees of the Sheriffs Office covered by this Agreement, a class series is identified by the first two digits (36) of the County's class code).

In the event of a tie in ranking, the seniority definition in Section 13 shall be utilized.

18.2.2 Order of Layoff, Exception to Ranking Sequence

Layoffs of employees within each category of employment status within a department and within a class series shall be based on ranking sequence unless it can be demonstrated that:

1) an employee possesses special skills, training, or abilities, or 2) the employee's past job performance or disciplinary record justifies an alternative ranking (albeit it may not violate the Police Officers' Procedural Bill of Rights Act) or 3) the employee may be, by virtue of ranking sequence subject to disparate treatment.

18.2.3 Ranking in Previous Class

A permanent full-time employee may elect to be ranked with employees in any class in the same department with the same or lower salary in which the employee has served in permanent status in the County service. An employee must notify his/her appointing authority within two (2) days after receipt of written notice of layoff of election of this option except if the second day following notice of layoff is not a regularly scheduled work day, the employee may give notice on the next work day.

18.2.4 Demotion in Lieu of Layoff

In lieu of layoff, the department head may offer a permanent employee a demotion to any class for which the employee is qualified. Employees demoted in lieu of layoff pursuant to this paragraph shall not be eligible for the "Y" rating procedure.

Docusign Envelope ID: 59BEFA9E-9AD9-4BC3-82A3-99C3649FA438

An employee who accepts a demotion in lieu of layoff shall have the right of restoration to his or her former class when an opening occurs and his or her ranking sequence warrants restoration subject to the provisions of Section 17.5 below.

18.3 Transfer

Employees may also request a transfer in accordance with the County's Transfer Policy, as found in the County's Personnel Policy and Procedures Resolution.

18.4 Notice

Written notice of layoff shall be served on the affected employees in person or mailed by the United States Postal service to the employee's latest address on file with the County. The layoff notice shall be served or mailed at least twenty-one (21) calendar days prior to the expected effective date of separation unless delay results from consideration of demotion under the provisions of Section 9.2.3.

The notice shall include:

a. The reason for the layoff.
b. The effective date of the action.
c. A reference to the provisions governing reemployment.
d. Notice that employment counseling is available.

A copy of the notice shall be given to MCSMA.

18.5 Reemployment of Employees Laid Off

The names of persons laid off under these procedures shall be maintained on a departmental recall list for the class series from which the employee was laid off for a period of one (1) year from the date of layoff. When using a departmental recall list to fill a position in a class from which layoffs have occurred within the one (1) year recall period, the department head shall reemploy laid off employees from the appropriate departmental recall list in inverse order of layoff. During the one (1) year recall period, no new employee shall be hired nor shall any employee be promoted to a class from which layoffs have occurred until all employees on layoff status in that class have had the opportunity to return to work.

However, when the best interest of the County requires an employee with demonstrated special qualifications, skills or training, or for affirmative action considerations, the department head may make an exception to the above order of recall to appoint an employee out of ranking sequence.

Every employee given notice of layoff may request employment counseling and evaluation in order to determine those job classes within the County for which the employee meets employment eligibility requirements and desires to be considered for

Docusign Envelope ID: 59BEFA9E-9AD9-4BC3-82A3-99C3649FA438

employment from a preferred eligible list. Such counseling and evaluation shall be available by appointment in order of request. Following the counseling and evaluation, laid off employee's name shall be placed on a preferred eligible list for each class designated as a result of the counseling and evaluation. When the Human Resources Department receives a request to refer applicants to a department for a vacant position in a class for which there exists a preferred eligible list, the laid off employee on the list shall be considered for employment prior to any job applicant. A competitive job related selection process may be used to determine the order in which laid o

ff employees on a preferred eligible list for a class will be referred for an interview.

A laid off employee may be removed from the department recall list or a preferred eligible list for any of the following reasons:

- The expiration of one (1) year from the date of layoff.
- Reemployment within the County.
- Failure to accept employment or report to work.
- Failure to appear for a job interview after notification by telephone or by mail addressed to the employee's last address on file with the County and notice to MCSMA.
- Failure to respond within twenty-one (21) days to a communication regarding availability of employment.
- Request in writing by the laid off employee to be removed from the list.
- Failure to pass background after being offered reinstatement.

18.6 Status of Employees Reemployed from a Preferred Eligible List

Employees who are re-employed from a preferred eligible list shall serve a new probationary period, and otherwise be treated as a new employee with the following exceptions:

Former employees who are hired from a preferred eligible list shall be entitled to:

- Placement at up to highest step in the class into which they are hired provided that the salary upon rehire does not exceed the salary the employee was receiving at the time of layoff.
- Reinstatement of credit for service time (ranking) as of the date of separation from County service.
- Credit for all prior service for the purpose of determining vacation and annual leave accrual rates.
- Restoration of any sick leave balance credited to the employee's account on the date of layoff.

18.7 Restoration of Benefit for Recalled Employees

Any employee who has been laid off and is hired from a departmental recall list under the terms of this article within one (1) year from the date of layoff shall be entitled to:

Docusign Envelope ID: 59BEFA9E-9AD9-4BC3-82A3-99C3649FA438

- Restoration of permanent status for employees who are rehired from a departmental recall list and class from which they were laid off, and who have completed their probationary period. For employees who have not completed their probationary period, credit for that portion which has been completed shall be given if rehired from a departmental recall list.

- Restoration of all sick leave credited to the employee's account on the date he/she was laid off. Credit for all prior service for the purpose of determining vacation and annual leave accrual rates. Placement in the same step of the salary range the employee held at the time of layoff.

- Reinstatement of credit for service time (ranking) as of the date of layoff.

18.8 Insurance Coverage

Each permanent employee who is enrolled in a CalPERS Health Plan at the time of layoff may elect to enroll in a CalPERS health plan/COBRA plan. In the event the laid off employee so elects; the County will pay an amount equal to two (2) times the employee only premium at the time of layoff toward the cost of the health insurances conversion plan. The above insurance provision does not apply to employees who retire concurrent with layoff.

18.9 Appeal Procedure

An employee directly affected by the operation of this policy may, within five (5) working days after a notice of layoff is received, request a meeting with a department head or the department head's designated representative to review the application of this policy as it affects the employee's status. The employee may be accompanied by a representative of MCSMA.

MCSMA, and only MCSMA, after making an attempt to resolve the matter informally, may within seven (7) days of the date of an alleged violation of this policy file a grievance for final consideration and determination at the department head level in accordance with the provisions of the grievance procedure in effect between the County and MCSMA. A grievance filed in accordance with this paragraph shall not be subject to Arbitration, Article 16of this Agreement.

ARTICLE 19 EMERGENCIES

Nothing herein shall limit the authority of the County to prepare for or meet an emergency. An emergency shall be defined as a condition, which will or is likely to prevent the continued normal conduct of County operations or services, which will or will likely present a danger to life or property.

ARTICLE 20 DISCIPLINE

20.1 Disciplinary Action

Docusign Envelope ID: 59BEFA9E-9AD9-4BC3-82A3-99C3649FA438

The Appointing Authority may take disciplinary action against any employee in a Department who is subject to this MOU and California Government Code 3300 et al, provided that the rules and regulations prescribed herein are followed. As used in this section, disciplinary or punitive action shall mean dismissal, suspension without pay, disciplinary demotion, reduction in salary, transfer for purposes of punishment, or written reprimand.

20.2 Suspension With Pay Pending Investigation

Notwithstanding any other provision of the Disciplinary Actions Article of this MOU, the Appointing Authority may suspend an employee from his/her position at any time for reasons of investigation for disciplinary action upon the determination of the Appointing Authority that circumstances exist that make the immediate removal of the employee from the workplace to be in the best interests of the County, and that the employee cannot be effectively used in his/her job classification within the Department. Such suspension pending investigation shall be with pay and benefits, except when criminal charges or an indictment are pending against the employee. Suspension with pay shall not be deemed disciplinary action and shall not be subject to appeal.

Written notice of such suspension shall be given to the suspended employee as soon as possible, but no later than seventy-two (72) hours after such action is taken. The Appointing Authority may reinstate any such suspended employee to his/her position for a good cause, providing the Appointing Authority is satisfied that no disciplinary action is appropriate.

20.3 Notice of Disciplinary Action

In order to institute disciplinary action, the Appointing Authority, or his/her designee, shall serve written notice of the proposed disciplinary action in accordance with the following procedures:

20.3.1 Except when emergency or other special circumstances require immediate action, a notice of proposed disciplinary action (other than written reprimand) shall be delivered to the employee, either personally or by United States Postal Service, to the current address listed on the employee's most recent Personnel Action Form, no less than five (5) calendar days prior to the effective date of any disciplinary action against the employee. The five (5) day prior notice requirement shall not apply to the following disciplinary actions, but may be given within a reasonable time after the commencement of such discipline:

- Written reprimands; and
- Emergency or other special situations.
- There shall be no five (5) day notice required for Suspension With Pay Pending Investigation.

Docusign Envelope ID: 59BEFA9E-9AD9-4BC3-82A3-99C3649FA438

20.3.2 The notice(s) of proposed disciplinary action shall together include the following:

a. The nature of the proposed disciplinary action;
b. The effective date of the proposed action;
c. The causes for the proposed action in ordinary, concise language with the dates and places thereof, when known;
d. A statement that the material upon which the proposed action is based is available for inspection; and
e. A statement advising the employee of his/her right to respond, either verbally or in writing, to the Appointing Authority or his/her designee proposing the disciplinary action prior to the effective date, and the right to be represented in that response.

In order to implement either the proposed disciplinary action or a lesser disciplinary action based on the same cause(s), a notice of disciplinary action shall be delivered to the employee by or as soon after the effective date of the disciplinary action as possible. This notice of disciplinary action shall contain the information specified in items 19.3.2.a, 19.3.2.b and 19.3.2.c above, and in addition, shall include a statement of the employee's right of appeal, if any, and representation by a party of his/her choice. The notice shall also include a referral to the Appeals from Disciplinary Action Section of this MOU.

20.4 Written Reprimand

The Appointing Authority, or his/her authorized designee, may reprimand an employee by furnishing him/her with a written statement of the specific reasons for such reprimand. A copy of the reprimand shall be given to the Executive Director-Administration/Chief District Attorney Investigator for inclusion in the employee's personnel file and shall be subject to appeal as set forth in Section 19.11.3; however, the employee shall have the right of rebuttal, whether or not the employee appeals. The rebuttal, if it is in writing, shall be attached to the reprimand and placed in the employee's personnel file. The Appointing Authority, or his/her designee, may correct the written reprimand at his/her discretion. If the Appointing Authority removes the written reprimand from the employee's personnel file, the employee's rebuttal (if any) shall likewise be removed.

20.5 Suspension Without Pay

A suspension without pay invoked as disciplinary action under this section against an employee shall not exceed one (1) year.

20.6 Reduction in Salary

The Appointing Authority may reduce the salary of an employee for disciplinary reasons, provided that such reduction shall be to a step within the salary range of the classification of the position held by the employee. An employee so reduced in salary shall retain his/her anniversary date

20.7 Disciplinary Demotion

Docusign Envelope ID: 59BEFA9E-9AD9-4BC3-82A3-99C3649FA438

The Appointing Authority may demote an employee, for disciplinary reasons, to any position with a lower salary, provided the employee meets the qualifications for the lower-level position. Such demoted employee shall not be eligible for promotion for a period of six (6) calendar months after the effective date of the demotion.

20.8 Dismissal

The continued tenure of each employee shall be subject to his/her satisfactory conduct and the rendering of efficient service. Should there be cause for disciplinary action, an employee may be dismissed for either reason.

20.9 Absence Without Leave Separation

An employee who has unauthorized absences from duty, which exceed three (3) consecutive working days shall be considered to have abandoned his/her position and to have automatically resigned. Resignation shall be deemed effective upon the posting by United States Mail of a Notice of Automatic Resignation, sent by the Appointing Authority or his/her designee to the last known address of the employee, as shown on his/her latest Personnel Action.

20.10 Statute of Limitations

No disciplinary action shall be taken against any Department employee for any cause unless the notice of the proposed disciplinary action is served within one (1) year of the of the Department's discovery of an act, omission, or other misconduct or non-performance, by a person authorized to initiate an investigation of the allegation, with the exception of those circumstances set forth in Government Code §3304(d).

Nothing herein shall preclude the County or the Appointing Authority from disciplining an employee for cause, which consists of a course of conduct or history of performance that began more than one (1) year prior to the notice of disciplinary action. Such disciplinary and/or performance record of beyond one (1) year shall be used only to determine the levelof discipline to be imposed.

20.11 Appeals from Disciplinary Action

Only permanent employees who are not serving their initial probationary period shall have the right of appeal from disciplinary action. Appeals from the various disciplinary actions listed in the Disciplinary Action Section of this MOU shall be taken in accordance with the following provisions:

20.11.1 An employee who receives a transfer for the specific purpose of punishment, that does not involve a reduction in salary or loss of pay, may request an evidentiary hearing before the Appointing Authority, or his/her authorized designee. The decision of the Appointing Authority, or his/her authorized designee shall be final and binding.

20.11.2 An employee who receives a transfer for the specific purpose of punishment that involves a loss of pay may request a full evidentiary hearing before the Appointing Authority, or his/her authorized designee, whose decision in the matter shall be final and binding.

Docusign Envelope ID: 59BEFA9E-9AD9-4BC3-82A3-99C3649FA438

20.11.3 An employee who receives a written reprimand that does not involve a reduction in salary or loss of pay may request an evidentiary hearing with the next level of supervision/management above the individual issuing the written reprimand. The employee shall also retain his/her right of rebuttal. If it is in writing, the rebuttal shall be attached to the reprimand and placed in the employee's personnel file. If after the hearing, the Appointing Authority, or his/her authorized designee decides to remove the written reprimand from the employee's personnel file, the employee's rebuttal (if any) shall likewise be removed.

20.11.4 A "full evidentiary hearing" under the provisions of Section 19.11.2 above, when requested by the employee, shall involve the right to be represented, the calling and cross-examination of witnesses, and the issuance of subpoenas deuces tecum. The individual hearing the matter must not have been involved in the initial decision to issue the discipline. The individual who took the disciplinary action shall be present, and Department shall have the burden of proof.

An "evidentiary hearing" under the provisions of Section 20.11.1 or 20.11.3 above, where the action taken results in neither reduction in salary nor loss of pay, when requested by the employee, shall involve the right to be represented, to produce evidence, and to present argument; but it shall not include the right to confront or cross-examine witnesses. The individual who took the disciplinary action shall be present, and Department shall have the burden of proof.

20.11.5 A disciplinary appeal to arbitration may be filed only by an employee who is not a probationary employee and who occupies a permanent position, and only from disciplinary actions listed in the Disciplinary Action Section of this MOU other than those set forth in 20.11.1through 20.11.4 above.

20.11.6 The appeal to arbitration must be filed in writing within a period of ten (10) calendar days after the employee is notified of the decision to take disciplinary action. The failure to file the appeal within the prescribed time limit shall constitute an irrevocable waiver of the employee's disciplinary appeal rights, and the discipline imposed shall become final and binding at the expiration of the ten-day time period.

A disciplinary appeal to arbitration shall be filed with the County Administrative Officer, shall be handled confidentially, and a copy of the appeal filed shall promptly be sent to both the Appointing Authority and the County Counsel's Office.

20.11.7 Within twenty (20) days after the appeal is filed with the County Administrative Officer, the parties shall begin the process to select a mutually acceptable arbitrator. The parties shall then select a mutually agreeable hearing date.

Except as otherwise mutually agreed upon by the parties in a specific case, an arbitrator shall be selected, and a hearing shall be scheduled within sixty (60) calendar days after the appeal is filed.

20.11.8 The appellant and the Appointing Authority may appear personally and may be

Docusign Envelope ID: 59BEFA9E-9AD9-4BC3-82A3-99C3649FA438

represented by counsel at the hearing. The hearing shall be private unless the appellant requests a public hearing.

20.11.9 Before the hearing has commenced and during the course of the hearing, the arbitrator may issue subpoenas *deuces tecum* at the request of either party. Oral evidence shall be taken only on oath or affirmation. The appellant and the Appointing Authority shall each have the right to call and examine witnesses, to cross-examine opposing witnesses on any matter relevant to the issues, to impeach any witness and to rebut the evidence against him/her. Technical rules relating to evidence and witnesses do not have to apply to such hearings. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. At the hearing the burden of proof shall be upon the Appointing Authority.

20.11.10 As soon as may be practicable after the conclusion of the hearing, the arbitrator shall prepare a summary record of the proceedings and prepare recommended findings, conclusions and a decision. The hearing officer shall submit a copy of said record of findings, conclusions and decision to the Board of Supervisors. The arbitrator's decision shall not add to, subtract from, or otherwise modify the terms and conditions of this Agreement.

20.11.11 Within thirty (30) days after the filing of the record and recommended findings, conclusions and decision of the hearing officer with the Board, the Board shall adopt such recommended findings, conclusions and decision, or shall reject the recommendations of the hearing officer and adopt its own findings, conclusions and decision after a review of the record. The Board shall affirm, modify or reverse the order of the Appointing Authority causing the disciplinary action. Upon rejection of the recommendation by the Board, the entire administrative record shall be delivered to the Board, and the Board shall have an additional ninety (90) days from the date of rejection to review the entire administrative record and adopt its own findings, conclusions and decision in the matter.

20.11.12 The decision of the Board shall be final.

20.11.13 Each party shall bear its/his/her own costs in the disciplinary appeal; except that the expense of the arbitrator, the cost of a certified court reporter and the expense of a transcript of the hearing for the arbitrator shall be shared equally by the parties involved in the action being appealed. All other expenses including, but not limited to, fees for witnesses, transcripts for a party and similar or other costs incurred by a party during the disciplinary appeal shall be the responsibility of that individual party.

ARTICLE 21 COUNTY RIGHTS

The County will continue to have, whether exercised or not, all the rights, powers and authority heretofore existing, including, but not limited to the following: determine the standards of services to be offered by the Sheriff's Office and District Attorney's Office; determine the standards of selection for employment; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; issue and enforce

Docusign Envelope ID: 59BEFA9E-9AD9-4BC3-82A3-99C3649FA438

rules and regulations; maintain the efficiency of governmental operations; determine the methods, means and personnel by which the Sheriff's Office and the District Attorney's Office operations are to be conducted; determine the content of job classifications; exercise complete control and discretion over its organization and the technology of performing its work; and fulfill all of its legal responsibilities. All the rights, responsibilities and prerogatives that are inherent in the County by virtue of statutory and charter provisions cannot be subject to any grievance or arbitration proceeding.

Further, the exercise by the County through its Board and management representatives of its rights hereunder shall not in any way, directly or indirectly, be subject to the grievance procedure set forth herein.

ARTICLE 22 CONCERTED ACTIVITIES

The parties to this agreement recognize and acknowledge that the services performed by the County employees covered by this agreement are essential to the public health, safety, and general welfare of the residents of the County of Monterey. Association agrees that under no circumstances will MCSMA recommend, encourage, cause or permit its members to initiate, participate in, nor will any member of the bargaining unit take part in, any strike, sit-down, stay-in, sick-out, slow-down, or picketing (hereinafter collectively referred to as work-stoppage), in any office or department of the County, nor to curtail any work or restrict any production, or interfere with any operation of the County.

In the event of any such work stoppage by any member of the bargaining unit, the County shall not be required to negotiate on the merits of any dispute, which may have given rise to such work stoppage until said work stoppage has ceased.

In the event of any work stoppage, during the term of this agreement, whether by MCSMA or by any member of the bargaining unit, MCSMA by its officers, shall immediately declare in writing and publicize that such work stoppage is illegal and unauthorized and further direct its members in writing to cease the said conduct and resume work. Copies of such written notice shall be served upon the County. In the event of any work stoppage MCSMA promptly and in good faith performs the obligations of this paragraph, and providing MCSMA had not otherwise authorized such work stoppage, MCSMA shall not be liable for any damages caused by the violation of this provision. However, the County shall have the right to discipline, to include discharge, any employee who instigates, participates in, or gives leadership to, any work stoppage activity herein prohibited, and the County shall also have the right to seek full legal redress, including damages, as against any such employee.

ARTICLE 23 SEPARABILITY

If any section, subsection, paragraph, clause or phrase of this agreement is, for any reason, held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this agreement, it being hereby expressly declared that this document, each section, subsection, paragraph, sentence, clause and phrase thereof, would have been adopted irrespective of the fact that any one or more sections,

Docusign Envelope ID: 59BEFA9E-9AD9-4BC3-82A3-99C3649FA438

subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

ARTICLE 24 FULL UNDERSTANDING, MODIFICATION, WAIVER

It is intended that this agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

Existing benefits and working conditions which are not referenced in this agreement, such as e.g., those contained in the Salary and Benefits Resolution and the Personnel Resolution, and which are subject to the meet and confer process, shall continue without change unless modified subject to the meet and confer process.

Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its rights, and agrees that the other not be required, although they may mutually agree otherwise, to negotiate with respect to any subject or matter covered herein or with respect to any other matter within the scope of negotiations, during the term of this agreement.

Any agreement, alteration, understanding, variation, waiver, or modification of any of the terms of provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by the County' s Board of Supervisors.

A waiver of any breach, term or condition of this agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.
This Memorandum of Understanding between the County of Monterey and the Monterey County Sheriff's Management Association, term July 1, 2021 to June 30, 2024.

subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

ARTICLE 25 ADDITIONAL PROVISIONS

Base Wage Study Implementation – The County agrees to implement the base wage adjustments found in the Base Wage Study, conducted for Unit C by Sloan Sakai in April 2024, in accordance with the County of Monterey Compensation Philosophy.

Docusign Envelope ID: 59BEFA9E-9AD9-4BC3-82A3-99C3649FA438

For the County:

Signed by:
Ariana Hurtado 2/20/2026
D41F6BBC0C2C459...

Ariana Hurtado

Signed by:
Michelle Gomez 2/20/2026
2DE6EBD5E35E459...

Michelle Gomez

For MCSMA:

DocuSigned by:
Olivo Guerrero 2/20/2026
0E7304BC336F400...

Olivo Guerrero

MEMORANDUM OF UNDERSTANDING

Between the

County of Monterey

And

The Monterey County Sheriff's Management Association

Unit C

July 1, ~~2021~~ 2024- June 30, ~~2024~~2027

TABLE OF CONTENTS

ARTICLE 1: DESIGNATION OF PARTIES **4**
ARTICLE 2: REPRESENTATION **4**
ARTICLE 3: AUTHORIZED AGENTS **4**
ARTICLE 4: IMPLEMENTATION **4**
ARTICLE 5: TERM **5**
ARTICLE 6: WAGES **5**
6.1 Wages 5
ARTICLE 7: SPECIAL PAY PRACTICES **5**
7.1 POST Certificate Premium Pay 5
7.2 Bilingual Pay 5
7.3 Uniform Allowance 5
7.4 ~~LongevityPay~~Longevity Pay 5
7.5 Monthly Expense Allowance 6
7.6 Annual Professional Development Stipend 6
7.7 Supplemental Law Enforcement Services 6
7.8 Shift Differential 6
SECTION 8: RETIREMENT **6**
8.1 California Public Employees' Retirement System (CalPERS) 6
8.2 Public Employee Retirement System (PERS) Contributions 7
SECTION 9 BENEFITS **7**
9.1 The Flexible Benefits Plan 7
9.2 Flexible Benefits Plan Contributions 8
9.3 Life Insurance 9
9.4 Retiree Health Insurance 9
9.5 Retiree Dental Coverage 9
9.6 Retiree Vision Coverage 9
9.7 Retiree Physical Examination 9
SECTION 10 ANNUAL LEAVE **9**
10.1 Accrual Rate Limit 10
10.2 Annual Leave Usage 10
10.3 Annual Leave Cash Out **11**
10.4 Annual Leave Pay-Off Upon Termination **11**
10.5 Rate of Pay While on Annual Leave 12
10.6 Use of Annual Leave When Permanently Incapacitated 12
SECTION 11 SICK LEAVE **12**
11.1 Sick Leave Balance; Usage and Pay-Off. 12
11.2 Retirement Sick Leave Pay Off 12
SECTION 12 PROFESSIONAL LEAVE **12**
SECTION 13 FITNESS PROGRAM **12**
SECTION 14 ADMINISTRATIVE LEAVE FOR OVERTIME EXEMPT CLASSES **12**
14.1 Emergency Overtime for Exempt Classes 13
ARTICLE 15 HOLIDAY LEAVE **13**
15.1 Holiday Leave 13
15.2 Holiday Leave for Overtime Exempt Classes 13
ARTICLE 16 GRIEVANCE PROCEDURE **14**
16.1 Purpose 14
16.2 Definition 14
16.3 Basic Rules 14
16.4 Processing Grievances 16
16.5 Grievance Procedure Steps 17
ARTICLE 17: LAYOFF PROCEDURES **18**
17.1 Policy 18
17.2 Procedure 19
17.3 Transfer 20

ARTICLE C 20

17.5 Reemployment of Employees Laid Off 20
17.6 Status of Employees Reemployed from a Preferred Eligible List. 21
17.7 Restoration of Benefit for Recalled Employees 21
17.8 Insurance Coverage 21
17.9 Appeal Procedure 22
ARTICLE 18: EMERGENCIES 22
ARTICLE 19: DISCIPLINARY ACTIONS 22
19.1 Disciplinary Action 22
19.2 Suspension With Pay Pending Investigation 22
19.3 Notice of Disciplinary Action 22
19.4 Written Reprimand 23
19.5 Suspension Without Pay 23
19.6 Reduction in Salary 23
19.7 Disciplinary Demotion 24
19.8 Dismissal 24
19.9 Absence Without Leave Separation 24
19.10 Statute of Limitations 24
19.11 Appeals from Disciplinary Action 24
ARTICLE 20: COUNTY RIGHTS 25
ARTICLE 21: CONCERTED ACTIVITIES 25
ARTICLE 22: SEPARABILITY 25
ARTICLE 23: FULL UNDERSTANDING, MODIFICATION, WAIVER 25

ARTICLE 1: DESIGNATION OF PARTIES

This Memorandum of Understanding is made and entered into between the County of Monterey (hereinafter "County") located at 168 West Alisal St, 3rd Floor, Salinas, California 93901, and the Monterey County Sheriffs Management Association (hereafter called "MCSMA") located at 1422 Constitution Ave, Box #261, Salinas, CA 93906. It shall become effective upon adoption ~~bythe~~by the Board of Supervisors.

ARTICLE 2: REPRESENTATION

The following classifications are represented in this Agreement:

- District Attorney Investigative Captain
- Sheriffs Commander
- Sheriffs Captain

ARTICLE 3: AUTHORIZED AGENTS

For purposes of administering the terms and provisions of this Memorandum of Understanding:

- Management's principal authorized agent shall be the County Administrative Officer, or his/her duly authorized representative: mailing address: 168 West Alisal St, 3rd Floor, Salinas, California 93901, telephone (831) 755-5115.
- MCSMA's principal authorized agent shall be Association President, Monterey County Sheriffs Management Association, 1422 Constitution Ave., Box #261, Salinas, CA 93906.

ARTICLE 4: IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual recommendation to be jointly ~~submittedto~~submitted to the County's Board of Supervisors. It is agreed that this Memorandum of Understanding shall not be binding upon the parties either in whole or in part unless and until said Board of Supervisors:

- Acts formally to approve said Memorandum of Understanding, and
- Enacts necessary amendments to all County ordinances and resolutions, and acts to appropriate the necessary funds required to implement the provisions of this Memorandum of Understanding which require funding, and
- Acts to amend all necessary contracts with providers of services, which are affected by this Memorandum of Understanding.

The County and MCSMA affirm the Monterey County Values as presented to the Board of Supervisors on February 5, 1999; specifically,

- We are committed to assuring honesty and integrity in all County actions.
- We are committed to providing top quality customer service.
- We are committed to practicing continuing innovation.
- We are committed to treating our fellow employees, customers and residents with respect and courtesy at all times.

ARTICLE 5: TERM

The term of this Memorandum of Understanding is from July 1, ~~2021~~ 2024 to June 30, ~~2024~~2027.

ARTICLE 6: WAGES

6.1 Wages

The County will provide a wage increase to the base salary schedule to members of MCSMAas follows:

- Year 1 ~~2~~4.0% effective the first full pay period following Association ratification and Board approval.
- Year 2 ~~2~~4.0% effective the first full pay period following July 1, ~~2022~~2025.
- Year 3 ~~2~~4.0% effective the first full pay period following July 1, ~~2023~~2026.

ARTICLE 7: SPECIAL PAY PRACTICES

7.1 POST Certificate Premium Pay

7.1.1 Intermediate POST Certificate Premium Pay

Those employees covered by this agreement who possess an intermediate POST ~~certificateissued~~certificate issued by the Commission of Peace Officer Standards and Training (POST) shall receive ~~aPremium~~a Premium Pay equal to two-point-six percent (2.6%) of the employees' base pay.

7.1.2 Advanced POST Certificate Premium Pay

Those employees covered by this agreement who possess an advanced POST certificate issued by the Commission of Peace Officer Standards and Training (POST) shall receive ~~aPremium~~a Premium Pay equal to five percent (5%) of the employees' base pay.

7.1.3 Management POST Certificate Premium Pay

Effective the first full pay period following July 1, 2020, those employees who possess a Management Certificate issued by the Commission of Peace Officers Standards and Training (POST) shall receive a Premium Pay equal to ~~one~~ two percent (~~1~~2%) of the employees' base pay. The Management POST Certificate premium pay shall be effective the first full pay period following the date listed on the Management POST certificate.

Employees shall receive no more than ~~6~~7% for POST Certificate Premium Pay.

7.2 Bilingual Pay

Upon assignment by the Appointing Authorities for each office, and upon passing an industry standard proficiency test as determined by the Appointing Authorities, all unit members shall be eligible to receive a Premium Pay equal to five percent (5%) of the employee's base pay.

7.3 Uniform Allowance

The previous $80/month and $50/month Uniform Allowances were eliminated in 2013 ~~inexchange~~in exchange for a $0.375 hourly base wage increase.

7.4 Longevity Pay

Unit members who have completed twenty (20) years of County service prior to the first full period following July 1, 2024 shall receive premium pay of six percent (6%) of their base wage."

Formatted: Body Text, Indent: Left: 0.36", Right: 0.6", Space Before: 0.4 pt

Effective the first full pay period following Association ratification and Board of Supervisors approval of this agreement, permanent unit employees ~~who accrue~~who accrue:

- Ten (10) consecutive years of service shall receive ~~a premium~~a premium pay of two and ~~a half~~a half percent (2.5%) of their base wage.

Formatted: List Paragraph, Bulleted + Level: 1 + Aligned at: 0.56" + Indent at: 0.81"

- Fifteen (15) ~~consecutive years~~consecutive years of service shall receive a premium pay totaling three and a half (3.5%) of their base wage.

Formatted: List Paragraph, Bulleted + Level: 1 + Aligned at: 0.56" + Indent at: 0.81"

- Twenty (20) consecutive years of service shall receive a premium pay totaling five and half percent (5.5%) of their base wage.

Consecutive service years include service time worked as a permanent employee as long as there was no break in service greater than four (4) pay periods. Time while on protected leave(s) is considered service credit. Service time of less than ~~1.0 FTE~~1.0 FTE shall be pro-rated based on FTE.

Formatted: Indent: Left: 0.31"

The Longevity premium pay will be reported in accordance with PERS regulations section 571A. Elected Annual Leave Cash Out values will be inclusive of the longevity pay.

Eligible employees are required to complete and submit the required form to their ~~respective Human~~respective Human Resources Department at least two (2) weeks prior to the employee's ~~eligible~~ eligible to ensure that the premium pay is processed in a timely manner. Retroactive payments will not be processed for those forms submitted late by the employee.

7.5 Monthly Expense Allowance
Unit members shall be provided a twenty-five dollar ($25) monthly expense allowance.

7.6 Annual Professional Development Stipend
Unit employees shall be eligible for an Annual Professional Development Stipend ofup to two hundred fifty dollars ($250) per year payable the first full pay period in January of each calendar year.

7.7 Supplemental Law Enforcement Services

Officer Compensation Pursuant to Monterey Code, Chapter 2.76
All hours worked in the performance of Supplemental Law Enforcement Services will be ~~compensatedas~~compensated as follows:

- Employees shall use vacation, PTO or holiday hours to work Supplemental Law Enforcement events. An employee can utilize the approved vacation, PTO and holiday hours prior to and after the Supplemental Law Enforcement event. Employees shall not perform Supplemental Law Enforcement assignments during the employee's regularly scheduled shift while on approved vacation, PTO or holiday.

- No leave other than leaves listed above shall be used for Supplemental Law Enforcement Services.

- Commander - Straight time wages for all hours worked in excess of eighty (80) hours in a work period, unless the Commander is working as the Officer in Charge (OIC) for the event in which ~~casethe~~case the Commander shall be compensated at the rate of one and one-half (1.5) times the ~~base~~ regular rate of ~~payfor~~pay for any hours in excess of eighty (80) hours in a work period.

7.8 Shift Differential
Unit employees who are routinely and consistently scheduled to work at least four (4) hours between 8:00 p.m. and 8:00 a.m. shall be eligible for shift differential pay at the rate of ninety cents ($0.90) per hour for actual hours worked. Only hours worked within the differential ~~periodof~~period of 8:00 p.m. to 8:00 a.m. will be eligible for differential pay.

An employee who is called back to work a partial shift for any employee who is regularly assigned to a shift which is eligible for shift differential pay shall be eligible for shift ~~differentialpay~~differential pay for hours worked between 8:00 p.m. to 8:00 a.m.

7.9 Professional Expense Stipend
Unit C employees shall be paid a Professional Expense Stipend of Four Hundred Dollars ($400) the first full pay period of each calendar year. Employees must be in paid status during the pay period in which the stipend is paid in order to be eligible. Eligible employees who are scheduled to work 40 hours or less per pay period shall receive one-half the Professional Expense Stipend.

Formatted: Font color: Auto
Formatted: Indent: Left: 0.36", No bullets or numbering
Formatted: Font: Not Bold, Underline
Formatted: Indent: Left: 0.36", Hanging: 0.01"

SECTION 8: RETIREMENT

8.1 California Public Employees' Retirement System (CalPERS)
Due to implementation of the Public Employees' Pension Retirement Act (PEPRA) CalPERS has designated members as either "Classic" or "PEPRA." The employee designation is determined by

CalPERS.

PEPRA Members - Are defined as employees hired on or after January 1, 2013, and prior to that date were not members of CalPERS or a retirement system that has reciprocity with CalPERS.

Retirement Formula:	2.7%@57
Employee Contribution:	11.5% (subject to yearly change based on½ of normal cost

as determined by CalPERS)

Final Compensation: Highest 36 months average, subject to CalPERS compensation limits

Classic Safety Member - Are defined as employees hired prior to January **1,** 2013 or were members of CalPERS or a retirement system that has reciprocity with CalPERS.

Retirement Formula:	3% @ 50 (hired prior to 11/5/11)
Employee Contribution:	9%
Employee Share of Employer Contribution:	3%
Final Compensation:	Highest 12 months average, subject to CalPERS compensation limits

Retirement Formula:	3%@ 55 (hired on or after 11/5/11)
Employee Cost:	9%
Employee's Share of Employer Contribution:	3%
Final Compensation:	Highest 36 months average, subject to CalPERS compensation limits

CalPERS will have final determination of Classic vs. PEPRA membership.

8.2 Public Employee Retirement System (PERS) Contributions
The Monterey County Sheriff's Management Association (MCSMA) and the County agree to a pension cost-sharing arrangement pursuant to Public Employees' Retirement Law 20516(f) under which, in addition to the 9% currently paid by classic members as the employees' contribution, bargaining unit employees shall pay an amount equal to 3% towards the employer's ~~PERScontribution~~PERS contribution for a total of twelve percent contribution.

MCSMA and the County agree that the 3% contributed by classic MCSMA members will be implemented on a pre-tax basis pursuant to JRS Code 4**I**4(h)(2). However, it is understood that, should it be determined that the contribution cannot be made on a pre-tax basis, or IRS issues an adverse opinion in this or another jurisdiction addressing the issue, individual members shall be liable for any taxes due. In such case, the parties agree to meet and confer on the impact of such determination, and alternative means of achieving the savings contemplated by this agreement in a manner that minimizes the tax impact on covered employees to the extent possible.

MCSMA and the County agree that, during the term of this agreement, the contribution ~~outlinedin~~outlined in this section shall continue as long as the employer rate is determined by CalPERS.

SECTION 9 BENEFITS

9.1 The Flexible Benefits Plan
The County will make available a Flexible Benefits Plan to eligible employees. Employees ~~mayelect~~may elect medical, dental, and/or vision coverage for themselves and their eligible dependents or decline coverage.

The provisions, rules and regulations governing the administration of the Flexible Benefits Plan are

contained in the Flexible Benefits Plan document. Changes may be required from time to ~~timeto~~time to maintain the integrity of this flexible benefits plan as a lawful Internal Revenue Service (IRS) Section 125 plan. The County and MCSMA agree that the County shall have discretion to make such changes to ensure this plan

is eligible for favorable treatment under the IRS Code. The County may add or remove benefit options to or from this plan during the term of this agreement, subject to the obligation of the parties to meet and confer only over the impact of such changes.

Removal of a benefit shall occur only if the benefit is deemed contrary to public law or regulation governing **IRS** Section 125 benefit plans, is no longer available by vendor, or becomes insolvent.

The County continues to have the right to administer the various County sponsored insurance programs. These rights include but are not limited to the right to select the County sponsored carriers and claim insurance administrators. Changes in insurance carriers or administrators shallnot result in any overall reduction in benefits.

A. Eligibility
Permanent unit employees with a minimum Full Time Equivalent (FTE) of 0.50 or more will beeligible to participate in any of the County's health insurance programs.

B. General Provisions
Additional Payroll Deduction
For each month when the benefit options selected by the employee under this plan exceed the appropriate County contributions for that employee, that employee shall pay by pre or post-taxpayroll deduction the full cost (100%) which exceeds the County's contributions for that employee.

In-Lieu Payout
For each month that the County contribution is not used by an employee to obtain benefit optionsunder this plan, the full amount of funds not utilized shall be paid out, provided the employee haspurchased at least individual only health insurance through CalPERS.

9.2 Flexible Benefits Plan Contributions

9.2.1 CalPERS Medical Insurance Contributions

The County will provide medical insurance through the California Public Employees Retirement System (PERS) medical insurance program. All rules, regulations and procedures with respect to plan eligibility, benefits, claims payments and customer service procedures, etc. for the CalPERS plans are established by CalPERS. The County makes no representations or guarantees whatsoever with respect to the CalPERS health insurance plans.

Pursuant to this Agreement the County shall provide a fixed elective contribution towards the cost of CalPERS Platinum health plans as follows:

- Remain status quo for CalPERS coverage year 2024
- Effective CalPERS coverage year 2025:
  - $~~1,160~~976.63 for employee only
  - $~~1782~~ 2,117.56 for employee plus one
  - $~~2,190~~2,802.12 for employee plus family
  - For each month that the full County non-elective and elective contributions are not used by an employee to obtain benefit options under this plan (excluding optional post-tax benefits), the full amount of funds not utilized shall be forfeited.

Formatted: Indent: Left: 0.69", Hanging: 0.19", Space Before: 0 pt

Formatted: Body Text, Indent: Left: 0.69", Hanging: 0.19", Right: 0.67", Line spacing: Multiple 1.05 li, Bulleted + Level: 1 + Aligned at: 0.86" + Indent at: 1.11"

Formatted: Outline numbered + Level: 4 + Numbering Style: Bullet + Aligned at: 0.86" + Indent at: 1.11"

Formatted: Font: 12 pt, Font color: Auto, Character scale: 100%, Not Expanded by / Condensed by

Formatted: Font: 12 pt

Formatted: Font: 12 pt, Font color: Auto, Character scale: 100%, Not Expanded by / Condensed by

Formatted: Font: 12 pt

Formatted: Font: 12 pt, Font color: Auto, Character scale: 100%, Not Expanded by / Condensed by

Formatted: Indent: Left: 1.11", No bullets or numbering

Formatted: Normal, Right, Indent: Left: 0.36", No bullets or numbering

- Effective CalPERS coverage 2026:
  - $1,064.53 for employee only
  - $2,308.14 for employee plus one
  - $3,054.31 for employee plus family
  - For each month that the full County non-elective and elective contributions are not used by an employee to obtain benefit options under this plan (excluding optional post-tax benefits), the full amount of funds not utilized shall be forfeited.
- Effective CalPERS coverage 2027:
  - $1,160.34 for employee only
  - $2,515.87 for employee plus one
  - $3,329.20 for employee plus family
  - For each month that the full County non-elective and elective contributions are not used by an employee to obtain benefit options under this plan (excluding optional post-tax benefits), the full amount of funds not utilized shall be forfeited.

The County shall provide a fixed elective contribution towards the cost of the CalPERS Gold health plan (or any other health plan offered by CalPERS) as follows:

- Remain status quo for CalPERS coverage 2024
- Effective CalPERS coverage year 2025:
  - $930 for employee only
  - $2,000 for employee plus one
  - $2,650 for employee plus family
  - For each month that the full County non-elective and elective contributions are not used by an employee to obtain benefit options under this plan (excluding optional post-tax benefits), the full amount of funds not utilized shall be forfeited.
- Effective CalPERS coverage 2026:
  - $1,013.70 for employee only
  - $2,180.00 for employee plus one
  - $2,888.50 for employee plus family
  - For each month that the full County non-elective and elective contributions are not used by an employee to obtain benefit options under this plan (excluding optional post-tax benefits), the full amount of funds not utilized shall be forfeited.
- Effective CalPERS coverage 2027:
  - $1,104.93 for employee only
  - $2,376.20 for employee plus one
  - $3,148.47 for employee plus family
  - For each month that the full County non-elective and elective contributions are not used by an employee to obtain benefit options under this plan (excluding optional post-tax benefits), the full amount of funds not utilized shall be forfeited.

Formatted: Font: 12 pt
Formatted: Font: 12 pt
Formatted: Indent: Left: 0.88", Space Before: 0 pt
Formatted: Space Before: 0 pt, Bulleted + Level: 1 + Aligned at: 0.96" + Indent at: 1.21"
Formatted: Font: 12 pt
Formatted: Indent: Left: 1.21", Space Before: 0 pt
Formatted: Space Before: 0 pt
Formatted: Indent: Left: 0.88", Space Before: 0 pt, No bullets or numbering
Formatted: Font: 12 pt
Formatted: Space Before: 0 pt, Bulleted + Level: 1 + Aligned at: 0.96" + Indent at: 1.21"
Formatted: Indent: Left: 1.21", No bullets or numbering
Formatted: Font: 12 pt
Formatted: Space Before: 0 pt
Formatted: Indent: Left: 0.56", First line: 0", Space Before: 0 pt
Formatted: Font: 12 pt
Formatted: Indent: Left: 0.69", Hanging: 0.19", Space Before: 0 pt, Bulleted + Level: 1 + Aligned at: 0.81" + Indent at: 1.06"
Formatted: Indent: Left: 0.88", First line: 0", Space Before: 0 pt
Formatted: Font: 12 pt
Formatted: Indent: Left: 0.94", Space Before: 0 pt, Bulleted + Level: 2 + Aligned at: 0.75" + Indent at: 1"
Formatted: Indent: Left: 0.94"
Formatted: Indent: Left: 0.94", Hanging: 0.25"
Formatted: Indent: First line: 0.19", Bulleted + Level: 1 + Aligned at: 0.25" + Indent at: 0.5"
Formatted: Indent: Left: 0.94", Bulleted + Level: 1 + Aligned at: 0.25" + Indent at: 0.5"
Formatted: Indent: Left: 0.94", Bulleted + Level: 2 + Aligned at: 0.75" + Indent at: 1"
Formatted: Indent: First line: 0.19", Bulleted + Level: 1 + Aligned at: 0.25" + Indent at: 0.5"
Formatted: Indent: Left: 0.94", Bulleted + Level: 1 + Aligned at: 0.25" + Indent at: 0.5"
Formatted ...
Formatted: Font: 12 pt
Formatted: Indent: Left: 0", Space Before: 0 pt

Part-time permanent employees with a minimum Full Time Equivalent (FTE) of 0.50, but less than ~~0.80 FTE,~~0.80 FTE will receive half (1/2) of the County elective contributions received by full-time permanent unit employees.

~~Any balance of County contributions remaining after the employee elects health insurance may be utilized toward the purchase of dependent, dental and/or vision insurance. The use of any County contributions toward the purchase of the benefits stated above is subject to the employee first selectingemployee health insurance coverage under a PERS plan offered through employment with~~

~~the County of Monterey~~.

9.2.2 Dental Insurance Contribution
The County's maximum contribution to the Flexible Benefits Plan for dental coverage will be equal to the cost of the employee only premium for all eligible permanent employees.

9.2.3 Vision Insurance Contribution
The County's maximum contribution to the Flexible Benefits Plan for vision coverage will be equal to the cost of the employee only premium for all eligible permanent employees.

9.3 Life Insurance
The County agrees to provide fifty-thousand dollar ($50,000) in group term life insurance foremployees in paid status.

9.4 Retiree Health Insurance
The County will contribute toward the monthly premium for eligible retirees enrolled in a CalPERShealth insurance program as directed by CalPERS.

9.5 Retiree Dental Coverage
Retirees shall be provided the option of purchasing dental coverage for themselves and their eligible dependent within the same administrative rules, and procedures set for County employees. Retiree enrollment is subject to eligibility criteria. The full premium shall be paid bythe retiree. The rates shall be fixed as a percentage above the rate for active employees as follows:

Retirees' Rate above Employees' Rate	
Retiree only	33%
Retiree plus one	31%
Family	30%

9.6 Retiree Vision Coverage
Retirees shall be provided the option of purchasing vision coverage for themselves and their eligible dependent within the same administrative rules, and procedures set for County employees. Retiree enrollment is subject to eligibility criteria. The full premium shall be paid bythe retiree. The rates shall be fixed as a percentage above the rate for active employees as follows:

Retirees' Rate above Employees' Rate	
Retiree only	39%
Retiree plus one	38%
Family	38%

9.7 Retiree Physical Examination
Unit members retiring after June 30, 1989 shall be eligible for a complete physical examination at Natividad one (1) time each fiscal year.

SECTION 10 ANNUAL LEAVE

Notwithstanding the provisions of any other agreement or resolution, the Annual Leave program ~~shallbe~~shall be in lieu of provisions providing vacation and sick leave benefits. Employees covered under the annual leave program shall not be eligible for any vacation and sick leave benefits except for those ~~setforth~~set forth below.

10.1 Accrual Rate Limit
Eligible employees shall accrue annual leave at the following rates (for the purposes of annual leave accrual, a day is defined as (8) hours:

Years of Completed Continuous County Services	Annual Leave Accrual
0 - 10 years	23 days (184 hours) 7:05 hours pay period
10 - 20 years	28 days (224 hours) 8:28 hours pay period
20 - 22 years	31 days (248 hours) 9:33 hours pay period
22 - 23 years	32 days (256 hours) 9:51 hours pay period
23 - 24 years	33 days (264 hours) 10:09 hours pay period
24 - 25 years	34 days (272 hours) 10:28 hours pay period
Over 25 years	35 days (272 hours) 10:47 hours pay period

A maximum of six hundred seventy-five (675) hours of Annual Leave may be accrued after which no further accrual shall be made until the employees' accrual is reduced to below six hundred seventy-five (675) hours by the use of Annual Leave. Annual Leave shall be earned on the basis of each biweekly pay period worked from the beginning of the biweekly pay period following the permanent appointment into a position in a class that is included in the Safety Management Unit. No Annual Leave shall be credited for any pay period during which an employee is on any non-paid status exceeding one-half (1/2) of the employee's normally scheduled working days.

It is further understood and agreed that during the life of this agreement the County may switch ~~theaccrual~~the accrual of Annual Leave from a pay period to an hourly basis. Under an hourly accrual system, accruals would automatically be prorated based on hours worked. Paid Annual Leave shall be considered hours worked for purposes of Annual Leave accrual.

Employees hired or promoted into Bargaining Unit C after July 27, 1999, will not receive Industrial Sick Leave Pay. Employees hired or promoted into Unit Con or before July 27, 1999, will continue ~~toreceive~~to receive Industrial Sick Leave Pay.

10.2 Annual Leave Usage
Each Appointing Authority shall be responsible for scheduling the Annual Leave periods of his/her employees in such a manner as to achieve the most efficient functioning of the department or ~~agencyand~~agency and of the County service. The Appointing Authority shall determine when Annual Leave will be taken.

Policy Statement: All eligible employees in the Annual Leave program are expected to use at least 80 (eighty) hours of annual leave in each calendar year following the calendar year in which they are appointed.

When unscheduled usage of Annual Leave occurs, verification of reason for absence may be required of the employee. Further, employees claiming illness or injury may be required to furnish a ~~certificateissued~~certificate issued by a licensed physician or other satisfactory evidence of illness. Any person absent from work shall notify his/her department or division head at the beginning of the first day of such leave and as often thereafter as directed by the department or division head. The County

Administrative Officer ~~or the~~or the Appointing Authority may request that a medically trained employee verify the employee's illness by a visit to the employee's residence or may invoke the provision of Section B.7 entitled "Physical Fitness Examination"

of the Personnel Policies and Practices Resolution.

10.3 Annual Leave Cash Out
Permanent, full-time unit employees with over one (1) year of service in their current class may cashout up to ~~60~~ 80 (~~sixty~~eighty) hours of Annual Leave or PTO time per calendar year, however forty (40) hours must remain in his/her Annual Leave and/or PTO bank after the cash out.

10.3.1 Election to Cash Out Annual Leave
In order to cash out or otherwise require the County to buy back vacation, annual leave or paid time off, the employee must first meet the eligibility criteria set forth in the applicable provision ~~ofthe~~of the bargaining agreement. If such criteria are met, only then the employee may request and be granted compensation in lieu of vacation/annual leave/PTO for up to the amounts set forth in the bargaining agreement under the terms set forth below. If such criteria are not met as of
December 31st of the calendar year in which the election is required to be made, the employee has no ~~rightto~~right to elect to cash out accrued time in the next calendar year.

A. An eligible employee must elect to pre-designate an irrevocable cash-out amount of up to the maximum number of hours of vacation/annual leave/PTO for the upcoming calendar year as set ~~forthfor~~forth for his/her respective class. Requests for cash out must be made prior to December I of the calendar year before the cash out will be made (for example, requests for the 2017 calendar year will be ~~madebefore~~made before December 1, 2016).

B. Cash out designations shall be made in hours, not dollar amounts, and must be in increments of no less than ~~8hours~~8 hours.

Any such request will be subject to the following:

i. Any employee utilizing this provision will be required to submit an irrevocable election ~~byDecember~~by December 1st of the calendar year prior to the calendar year in which the vacation/annual leave/PTO hours to be cashed out are earned.

ii. An employee who elected to receive the cash out as set forth above, may request a full or a partial payment of the cash out at any time in the designated calendar year, but only once ~~percalendar~~per calendar quarter. For requested cash out occurring in 2017, full or partial cash out payment isnot guaranteed in the month of January.

iii. For employees who have pre-designated cash out amounts and who have not requested actual payment(s) of the entire designated cash out amount by December 1st of that calendar year, ~~theCounty~~the County will automatically pay out the pre-designated amount (or remaining amount designated but not paid) by the last paycheck of the calendar year.

iv. Employees who have not elected to pre-designate a cash out by the applicable deadline (December 1st of the prior calendar year) will be deemed to have waived their right and will notbe eligible to cash out any vacation/annual leave/PTO in the following calendar year (for example, if no designation is made by December 1, 2016, no cash out is available in 2017).

10.4 Annual Leave Pay-Off Upon Termination

Any eligible employee who terminates or is terminated, shall be paid at the then prevailing hourly ~~rateof~~rate of

pay for each hour of earned Annual Leave based on the pay rate in effect for such person on the lastday actually worked or spent on authorized leave.

10.5 Rate of Pay While on Annual Leave
While on authorized annual leave, and in compliance with all leave rules and practices eligible employees shall be compensated at their base salary rate plus any applicable special stipends for which the employee has been deemed eligible for at the time of taking said annual leave.

10.6 Use of Annual Leave When Permanently Incapacitated
Annual leave shall not be used to continue the salary of any eligible employee after it has ~~beendetermined~~been determined by a licensed healthcare professional that such officer or employee is ~~permanentlyincapacitated~~permanently incapacitated for a return to County employment.

SECTION 11 SICK LEAVE

11.1 Sick Leave Balance; Usage and Pay-Off
Sick leave balances were frozen at the amount credited to the employee as of January 8, 1982. ~~Sickleave~~Sick leave may be used until the sick leave balance is exhausted. Sick leave may be used in the same manner as prescribed in Article 27 Sick Leave of the Monterey County Personnel Policies and Practices Resolution.

11.2 Retirement Sick Leave Pay Off
An employee may, upon retirement or death, cash out up to seven hundred fifty (750) hours of ~~sickleave~~sick leave, subject to eligibility criteria and pertinent law.

SECTION 12 PROFESSIONAL LEAVE

Permanent unit employees shall be granted ten (10) days of Professional Leave on January 1 of each year. Employees permanently hired or promoted into a unit classification shall, on the first pay ~~periodconcurrent~~period concurrent with or following their date of hire, be given a pro rata amount, to the nearest full hour, of Professional Leave based on the number of pay periods remaining in the calendar year in which they became Unit C employees (i.e., hired at the beginning of pay period NO. 8: 26-7=19, 19/26x40=29 hours) but in no event shall less than eight (8) hours be credited.

This leave may be taken only during the calendar year in which it is granted and no carry over of unused Professional Leave to future years is allowed. There is no cash out value to any Professional Leave.

SECTION 13 FITNESS PROGRAM

The County and MCSMA agree to meet during the term of this Agreement to define a mutually agreed upon Fitness Program with the intent of maintaining the physical fitness of the employees ~~andreducing~~and reducing work related injuries.

SECTION 14 ADMINISTRATIVE LEAVE FOR OVERTIME EXEMPT

Employees who are not in overtime eligible classes shall not receive compensation for overtime but may be authorized Administrative Leave with pay by their Appointing Authority or his/her designee ~~inthe~~in the event that County operations result in extraordinary work assignments for such employees. Such Administrative Leave shall not exceed two (2) working days in any pay period. The County Administrative Officer may approve additional Administrative Leave with pay, upon written request from an employee's Appointing Authority showing special circumstances warranting such leave. ~~Suchapproval~~Such approval shall be given in writing.

The provisions of this section shall be administered by the Appointing Authority but shall in no way establish any right to any type of overtime compensation for overtime exempt employees, regardless of whatever records are kept by the Appointing Authority.

14.1 Emergency Overtime for Exempt Classes
The provisions of the Section titled "Administrative Leave For Overtime Exempt Classes" notwithstanding, employees who are in overtime exempt classes may become eligible to receive compensation for hours worked in excess of eighty (80) hours in a pay period if authorized during specific emergency situations which require the extraordinary performance of services by employees in overtime exempt classes in order to protect life or property or to prevent a disruptive interruption ~~ofCounty~~of County services, as declared by the County Administrative Officer. Special compensation for such emergencies shall be defined as time actually worked in excess of eighty (80) hours in a pay period.

In such emergencies, employees in overtime exempt classes in Units C may, at the discretion of ~~theCounty~~the County Administrative Officer, be compensated on an hour-for-hour credit basis for each hour in excess of eighty (80) hours in a pay period. Hour credits for such time may be treated as Administrative Leave or paid in cash, at the option of the employee.

ARTICLE 15 HOLIDAY LEAVE

15.1 Holiday Leave
Effective January 1, 2007, the following listed days shall be observed as legal holidays by ~~theCounty~~the County of Monterey:

New Year's Day	Veterans Day
Martin Luther King Day	Thanksgiving Day
President's Day	Day after Thanksgiving Day
Memorial Day	Christmas Eve Day*
Cesar Chavez Day	Christmas Day**
Juneteenth	Labor Day
Independence Day	

If any of the above listed holidays falls on a Saturday, the preceding Friday shall be the holiday ~~inlieu~~in lieu of the day observed. If any of the above listed holidays falls on a Sunday, the following Monday shall be the holiday in lieu of the day observed.

* When December 24th (Christmas Eve) actually falls on a Saturday or Sunday, the preceding Friday shall be the holiday in lieu of the day observed.

** When December 25th (Christmas) actually falls on a Saturday or Sunday, the following Monday shall be the holiday in Lieu of the day observed

In addition, employees shall receive one (1) floating holiday per calendar year. Subject to the standard provisions for all floating holidays for County employees, this day will be taken at the employee's discretion with advance approval by the Appointing Authority or designee. This floating holiday must be taken as time off during the calendar year or it will be forfeited.

15.2 Holiday Leave for Overtime Exempt Classes
If a holiday, as defined in this Agreement, falls on a day other than a normal workday, the employee shall be entitled to take a regularly scheduled work day off in the same pay period. The ~~determinationof~~determination of the day off shall be made in consultation with the employee's supervisor.

ARTICLE 16 CLASSIFICATION PLAN MAINTENANCE

With the exception of calendar year 2024, MCSMA may submit a request for a classification and/or base wage compensation study on behalf of MCSMA represented employee(s) between March 1st and May 31st of each calendar year. The Director of Human Resources may designate an alternate submission period due to operational considerations and/or to accommodate the County's budget preparation timeline. Classification and/or base wage compensation study requests by MCSMA will be received during this period only. Requests shall be submitted to the Human Resources Department Classification and Compensation Unit on the authorized request form. The maximum number of countywide requests shall be capped at two (2) per year.

After the close of the designated submission window, the Human Resources Department will review the submitted requests and evaluate factors such as: classification levels, compaction concerns, recruitment or retention difficulties, and additional responsibilities that are not within the scope of the existing classification specification. The Human Resources Department will determine which studies are warranted and the type of study to be conducted (i.e., classification study, classification specification review, base wage compensation review, etc.). MCSMA will be notified of each study the County finds not warranted within ten (10) working days. MCSMA will have ten (10) working days to appeal the decision with additional information as to why the study should be warranted or submit an alternate request in its stead.

The Human Resources Department will provide quarterly updates regarding the progress of the studies. The intent shall be to complete the studies within the fiscal year and will inform the Committee of any studies which will not be completed within this timeframe.

Upon request, the Human Resources Department shall provide a copy of the final Background and Findings report to MCSMA.

If there is a dispute concerning the findings of a study MCSMA may file a written appeal within ten (10) working days of receipt of the findings. The appeal should be filed with the assigned Classification and Compensation Analyst and the manager of the Classification and Compensation Unit and provide a detailed explanation for the basis of the appeal.

5

If the appeal is not resolved, MCSMA may appeal in writing to the Director of Human Resources, or designee, within ten (10) working days.

The decision of the Director of Human Resources, or designee, shall be final. The provisions of this section shall not be subject to the grievance procedure article of this Agreement.

If it is recommended that the worker be reclassified, all Personnel Policies and Practice Resolution (PPPR) provisions shall apply to classification studies.

ARTICLE ~~16~~ 17 GRIEVANCE PROCEDURE

~~16.1~~ 17.1 **Purpose**

- To promote improved employer-employee relations by establishing a grievance procedure to afford employees individually or through qualified representation, a systematic means of obtaining consideration of complaints, questions, and disputes which constitute grievances as hereinafter defined.

Formatted: Indent: Left: 0.28", Space Before: 0 pt

Formatted: Right: 0", Line spacing: Exactly 12.9 pt

Formatted: Line spacing: Exactly 12.9 pt

Formatted: Indent: Left: 0.36", No bullets or numbering

- To enable grievances to be settled as promptly and as closely as possible to the point of ongm.

~~16.2~~ 17.2 Definition

A grievance shall be defined as a claim of a violation or inequitable application of written department-wide policy or County rules, regulations, resolutions, ordinances, or this Memorandum of Understanding by an employee or group of employees adversely ~~affectedthereby~~affected thereby but shall not include the following:

~~16.2.1~~ 17.2.1 Appeals of the disciplinary actions of demotion, suspension or dismissal shall be filed and processed pursuant to Personnel Policies & Practices Resolution, Section l6.2.3C below and the Article pertaining to disciplinary appeals in this agreement.

~~16.2.2~~ 17.2.~~3~~2 Complaints relating to equal employment, occupational health and safety or workers' compensation shall be processed pursuant to appropriate County complaint procedures in these areas.

~~16.2.3~~ 17.2.3 Notwithstanding the foregoing, the grievance procedure is not applicable and shall not be used with the following:

a. The exercising of any of the management rights currently enumerated in the County's Employer-Employee Relations Policy.

b. Any matter, which is in the scope of representation in the meet and confer process.

c. Discrimination based on age, race, color, religion, sex, national origin, national status, ancestry, disability or sexual orientation which shall be processed pursuant to appropriate County complaint procedures or applicable statutes.

d. Any matter for which a different appeals procedure is provided either by statutes, ordinances, resolutions or agreement, except as specifically provided herein.

17.3 Basic Rules

~~16.3~~

~~16.3.1~~17.3.1 Non-Discrimination

Any employee (meaning a grievant, as that term is defined above), may file a grievance or may authorize the filing of a grievance on his/her behalf without fear of restraint, interference, coercion, discrimination or reprisal.

~~16.3.2~~ 17.3.2 Grievance Forms

Grievance forms shall be made available to the employee through Human Resources or other County departments, online, and from recognized employee organizations, and all formal grievances shall be submitted on these forms.

Formatted: Left, Indent: Left: 0.36", No bullets or numbering

Formatted: Font: Bold

Formatted: Font: 12 pt, Font color: Gray-95%

Formatted: Normal, Indent: Left: 0.38", Hanging: 0.5", No bullets or numbering

Formatted: Font: Bold

Formatted: Font: 12 pt, Font color: Gray-95%

Formatted: Font: 12 pt

Formatted: Font: 12 pt, Font color: Gray-95%

Formatted: Font: Bold

Formatted: Font: 12 pt, Font color: Gray-95%

Formatted: Indent: Left: 1.38", Hanging: 0.19"

Formatted: Left, Indent: Left: 0.36", No bullets or numbering

Formatted: Font: 12 pt, Bold, Font color: Gray-95%, Condensed by 0.1 pt

Formatted: Font: 12 pt, Bold, Font color: Gray-95%

Formatted: Normal, Indent: Left: 0.38", Hanging: 0.38", No bullets or numbering

Formatted: Indent: Left: 0.38", Hanging: 0.38"

Formatted: Indent: Left: 0.44", Hanging: 0.44", No bullets or numbering

Formatted: Indent: Left: 0.88", First line: 0"

Grievance forms must explicitly specify the act(s) or omission(s) being grieved; ~~the~~alleged~~d~~the alleged negative impact upon the grievant, the policy or the particular section of the agreement, rule, resolution or ordinance, the violation of which is being alleged as ~~the~~basis~~s~~the basis for the grievance, and the remedy requested.

~~16.3.3~~ 17.3.3 **Modifications**

No modifications in the basic violation being alleged pursuant to the immediately preceding paragraph shall be made subsequent to filing unless mutually agreed to by both the County and the grievant or the grievant's representative. However, corrections in citations or other clarifying amendments can be made at any time by the grievant or the grievant's representative.

~~16.3.4~~ 17.3.4 **Notice of Meetings**

The County and the grievant or the grievant's representative shall be responsible for ~~giving~~~~notice~~giving notice of meetings and conferences to their representative parties at least twenty-four (24) hours prior to any meeting regarding a grievance whenever possible.

~~16.3.5~~ 17.3.5 **Right of Representation**

The employee has the right to the assistance of one (1) employee representative in ~~addition~~~~to~~addition to a staff representative of the Association in the preparation and/or presentation of his/her grievance in Steps 2 through 4 of this procedure provided, however, supervisory employees shall not represent non- supervisory employees where such activity would ~~result~~~~in~~result in a conflict of interest.

An employee is also entitled to represent his/herself individually at any step of the grievance procedure.

A grievant may change his/her designation of representative during the processing of a grievance, with advance notice to the Appointing Authority.

If the employee is represented in a formal grievance meeting, the department may also designate a management representative to be present in such a meeting.

~~16.3.6~~ ~~17.3.6 Grievance~~17.3.6 Grievance **Withdrawal**

The grievant may withdraw the grievance at any stage of the grievance procedure by giving written notice to the County representative who last took action on the grievance, with a copy to the Human Resources Director or his/her designee.

~~16.3.7~~ ~~17.3.7 Grievance~~17.3.7 Grievance **Resolution**

If a grievance is resolved at Step 2 in the procedure as provided herein, the grievant concerned shall indicate acceptance of the resolution by affixing his/her signature in the appropriate space indicated on the written grievance or written resolution agreement.

~~16.3.8~~ ~~17.3.8 Reconsideration~~17.3.8 Reconsideration

By mutual agreement, the parties may return the grievance to a prior level for reconsideration. If the grievance is not then settled at the prior level, the grievant shall continue to have the rights set forth in this procedure.

~~16.3.9~~ ~~17.3.9 Consolidation~~17.3.9 Consolidation **of Grievances**

Employees with essentially identical grievances, including remedy, may initiate a single grievance. Employees with essentially identical grievances may be required, at the County's discretion, to

Formatted: Indent: Left: 1.25", No bullets or numbering

Formatted: Indent: Left: 1.25", No bullets or numbering

Formatted: Indent: Left: 1.25", No bullets or numbering

Formatted: Indent: Left: 0.71", Hanging: 0", Right: 0.68", Space Before: 0.5 pt

Formatted: Indent: Left: 1.25", No bullets or numbering

Formatted: Indent: Left: 1.25", No bullets or numbering

Formatted: Indent: Left: 1.25", No bullets or numbering

Formatted: Indent: Left: 1.25", No bullets or numbering

consolidate to a single proceeding at Steps 2 and 3 of this ~~grievanceprocedure~~grievance procedure.

~~16.3.10~~ ~~17.3.10 Work~~17.3.10 Work **Rule Provisions**

If the Association believes that any change in an existing work rule or the establishment of a new work rule is unreasonable, it may file a grievance. With the concurrence of the Appointing Authority or his/her designee, MCSMA may file the grievance at Step 2.

~~16.4~~ ~~17.4 Processing~~17.4 Processing **Grievances**

~~16.4.1~~ ~~17.4.1 Time~~17.4.1 Time **Off**

The grievant and/or his/her representative shall be granted reasonable time off with pay from regularly scheduled duty hours to process a grievance, provided that the time off will be devoted to the prompt and efficient investigation and handling of grievances, subject to the following:

a. Representatives

Insofar as possible, when a grievant's representative at Step 2 is a County employee, the representative shall be employed in the same work location as the grievant. When the foregoing condition cannot be met, a grievant's representative who is a County employee may be employed outside the same work location, provided said representative is ~~nofarther~~no farther than ten (10) minutes away, by the most practical and common mode of transportation, from the grievant's work location. This time limit may be waived by mutual agreement of the parties when the grievant is assigned to a remote work ~~location,or~~location, or under other unusual circumstances.

County vehicles shall not be used for transportation by employee representatives in connection with the processing of grievances, nor will reimbursement be considered ~~forthe~~for the use of private vehicles.

b. Grievance Preparation

A grievant or a grievant's representative who is a County employee shall not leave his/her job to perform any grievance preparation work unless he/she receives permission from his/her supervisor. Such time off shall be granted within three (3) working days except in emergencies.

When a grievant or any representative must go into a section, department, or work unit to investigate a grievance, he/she shall be permitted to do so, provided he/she explains the purpose of the visit and whom he/she is visiting to the supervisor of said section, department or work unit. If immediate access cannot be granted upon request, it shall be granted within three (3) working days.

c. Grievance Meetings

A grievant's representative who is a County employee shall, upon notification of his/her supervisor, be granted time off to attend grievance meetings scheduled pursuant to the Notice of Meetings Section of this procedure.

A grievant or a grievant's representative who is a County employee shall notify his/her supervisor as soon as possible in advance of the dates and times and/or change in the ~~datesand~~dates and times of scheduled grievance meetings in which they must participate.

A grievant or a grievant's representative, when said representative is a County employee, shall not log compensatory time earned or premium pay time for any time spent in the processing of a

Formatted: Indent: Left: 1.25", No bullets or numbering

Formatted: Left, Indent: Left: 0.63", No bullets or numbering

Formatted: Font: 12 pt, Bold, Font color: Gray-95%

Formatted: Normal, Indent: Left: 1.25", No bullets or numbering

gnevance.

~~16.4.2~~ ~~17.4.2 Time~~17.4.2 Time **Limitations**

a. The time limitations are designed to quickly settle a grievance. Time limitations may be extended by agreement of the parties.

b. If at any stage of the grievance procedure the grievant is dissatisfied with the decision rendered it shall be the grievant's or the grievant's representative's responsibility to submit the grievance to the next designated level of review within the time limits specified.

c. Failure by the grievant or grievant's representative to submit the grievance within the time limits specified shall constitute an automatic forfeiture and an irrevocable waiver of the right to process the grievance to any further step.

d. The grievance shall promptly proceed to the next step within the prescribed time limits if the appropriate management representative fails to respond within the time limits specified.

~~16.5~~ ~~17.5 Grievance~~17.5 Grievance **Procedure Steps**

Step 1 Informal Discussion With Supervisor

The grievance shall first be discussed on an Informal basis by the aggrieved with his/her immediate supervisor within twenty-one (21) calendar days from the date of the action causing the grievance. This initial step of the grievance procedure shall be without the right of representation. The grievant shall inform his/her immediate supervisor that this discussion is the Initial step of the grievance procedure. Every effort shall be made to resolve the grievance at this level. If the grievance cannot ~~beresolved~~be resolved by the immediate supervisor, the supervisor shall confer with successive levels ~~ofcommand~~of command before replying to the grievant within seven (7) calendar days.

Step 2 Formal Written Grievance/Management Review

In the event the employee believes the grievance has not been satisfactorily resolved, the grievance shall be submitted in writing to the Appointing Authority or his/her designee within seven (7) calendar days from receipt of the immediate supervisors' response.

Within twenty-one (21) calendar days ~~ofreceipt~~of receipt of the grievance, the Appointing Authority/designee shall deliver his/her written decision to the author of the grievance.

Step 3 Administrative Officer

In the event the employee believes his/her grievance has not been satisfactorily resolved, the grievance shall be submitted in writing to the Administrative Officer within seven (7) calendar days from the receipt of the Appointing Authority's written response. A meeting of the parties may be held by mutual agreement.

Within fourteen (14) calendar days from the receipt of the grievance, the Administrative Officer/designee shall deliver his/her written decision to the author of the grievance.

Step 4 Binding Arbitration

Within seven (7) calendar days from the receipt of the written decision resulting from a grievance heard by the Administrative Officer, or his/her designated representative, MCSMA or grievant may request in writing that the grievance, as defined hereinabove, be submitted to arbitration as provided hereinafter if no settlement is reached by sending a written notice to the Administrative Officer. Such written notice shall

Formatted: Font: 11.5 pt, Bold, Font color: Gray-95%

Formatted: Font: 11.5 pt, Bold, Font color: Gray-95%, Condensed by 0.1 pt

Formatted: Font: 11.5 pt, Bold, Font color: Gray-95%

Formatted: Normal, Indent: Left: 1.25", No bullets or numbering

Formatted: Indent: Hanging: 0.24", Outline numbered + Level: 4 + Numbering Style: a, b, c, … + Start at: 1 + Alignment: Left + Aligned at: 1.12" + Indent at: 1.62"

Formatted: Indent: Left: 1.37", Hanging: 0.25", Outline numbered + Level: 4 + Numbering Style: a, b, c, … + Start at: 1 + Alignment: Left + Aligned at: 1.12" + Indent at: 1.62"

Formatted: Left, Indent: Left: 0.63", No bullets or numbering

set forth ~~thespecific~~the specific issue(s) still unresolved through the grievance procedure for which arbitration is requested.

Only those unresolved grievances filed and processed in accordance with the procedural requirements set forth herein and which meet the definition of a grievance contained in this MOU may be submitted to arbitration.

Within ten (10) calendar days from the request for arbitration, the County shall request a list of arbitrators from California State Mediation and Conciliation Service (CSMCS).
Within twenty-one (21) calendar days from receipt of the list from CSMCS, the County and the grievant and/or representative will select an arbitrator.

An arbitrator shall be selected by each party alternately striking a name from such ~~list.The~~list. The party to strike first shall be alternated between the County and MCSMA from arbitration to arbitration.
Upon selection of an arbitrator, an arbitration date must be selected within 90-days thereafter.
Before the hearing has commenced and during the course of the hearing, the arbitrator may issue subpoenas *deuces tecum* at the request of either party. Oral evidence shall be taken only on oath or affirmation. The grievant and the Appointing Authority shall each have the right to call and examine witnesses, to cross-examine opposing witnesses on any matter relevant to the issues, to impeach any witness and to rebut the evidence produced. Technical rules relating to evidence and witnesses do not have to apply to such hearings. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding. At the hearing, the burden of proof shall be upon the grievant.

The fees and expenses of the arbitrator, court reporter and the cost of the transcript for the arbitrator shall be shared equally by the County and the grievant, it being understood and agreed that all other expenses including, but not limited to, fees for witnesses, transcripts and similar costs incurred by the County or the grievant during such arbitration pro-ceeding, will be the responsibility of the individual party incurring the ~~additionalexpense~~additional expense(s).

Within forty-five (45) calendar days after the conclusion of the hearing or the submission of post-hearing briefs in the matter, whichever comes later, the arbitrator shall prepare a summary record of the proceedings, findings, conclusions and a decision. The decision of the arbitrator shall be final and binding upon the parties but shall confine itself to the issues(s) presented. It shall not add to, subtract from, nor otherwise modify the terms and conditions of this Agreement. The time requirement shall not be waived without the prior mutual consent of both the County and the grievant.

ARTICLE ~~17~~18: LAYOFF PROCEDURES

~~17.1~~ **18.1 Policy**

The County may layoff an employee because of lack of work, lack of funds, material change in duties or organization, or in the interest of economy or causes outside the County's direct control.

The County shall inform MCSMA regarding the effects of any planned reduction in force or layoffs, which will affect a department's work force.

The department shall contact MMCSMA and offer to discuss the possible reduction and ~~toinvite~~to invite suggestions for possible cost saving alternatives to layoffs. If alternatives to layoffs are not developed by

Formatted: Font: 13 pt, Bold, Font color: Gray-95%, Condensed by 0.1 pt

Formatted: Font: 13 pt, Bold, Font color: Gray-95%

Formatted: Normal, Left, Indent: Left: 0.21", No bullets or numbering

the time the department determines a layoff should occur, ~~the~~~~procedure~~the procedure outlined below shall be followed.

Departments and employees covered by other layoff procedures; i.e., Local Agency Personnel Standards, State Merit System, or Anti-Recession Federal Regulations, shall be governed by those procedures.

~~17.2~~ 18.2 **Procedure**

Layoffs will be determined within County departments, not the County as a whole. In the event of a reduction in force in a department, the department head shall designate the classes, positions, and number of employees to be eliminated. The department at this ~~time~~~~shall~~time shall provide MCSMA with a current seniority list for those employees and ~~classes~~~~affected~~classes affected.

Layoffs shall be made among all representation unit employees in the same class series within a County department in the following order:

- Temporary employees
- Probationary new employees (excluding promotional probationary employees)
- Permanent employees

No permanent employee within a department shall be laid off in any class if there ~~are~~~~temporary~~are temporary employees in an active status in the same class within that department.

Layoff shall be by ranking sequence of employees except as otherwise provided herein.

~~17.2.1~~ 18.2.1 **Rank in Class Defined**

For purposes ~~of~~~~layoff~~of layoff rank shall be defined as the length of continuous service in a class series as determined by County personnel records while occupying a permanent position within the County. Continuous service for purposes of ranking for layoff shall be defined to include work related injury leave ~~of~~~~up~~of up to one (1) year's duration.

A class series is defined as a group of classes having common characteristics and/or promotional opportunities (e.g., as it applies to employees of the Sheriffs Office covered by this Agreement, a class series is identified by the first two digits (36) of the County's class code).

In the event of a tie in ranking, the seniority definition in Section 13 shall be utilized.

~~17.2.2~~ 18.2.2 **Order of Layoff, Exception to Ranking Sequence**

Layoffs of employees within each category of employment status within a department and within a class series shall be based on ranking sequence unless it can be demonstrated that:
1) an employee possesses special skills, training, or abilities, or 2) the employee's past job performance or disciplinary record justifies an alternative ranking (~~albeit,~~albeit it may ~~not~~~~violate~~not violate the *Police Officers' Procedural Bill of Rights Act)* or 3) the employee may be, by virtue of ranking sequence subject to disparate treatment.

~~17.2.3~~ 18.2.3 **Ranking in Previous Class**

A permanent full-time employee may elect to be ranked with employees in any class in ~~the~~~~same~~the same department with the same or lower salary in which the employee has served in permanent status in the County service. An employee must notify his/her appointing authority within two (2) days after receipt of written notice of layoff of election of this option except if the second day following notice

Formatted: Left, Indent: Left: 0.21", No bullets or numbering

Formatted: Font: 11.5 pt, Bold, Font color: Gray-95%

Formatted: Normal, Indent: Left: 0.53", No bullets or numbering

Formatted: Font: 11.5 pt, Bold, Font color: Gray-95%

Formatted: Normal, Indent: Left: 0.53", No bullets or numbering

Formatted: Font: 11.5 pt, Bold, Font color: Gray-95%

Formatted: Normal, Indent: Left: 0.53", No bullets or numbering

of layoff is not a regularly ~~scheduledwork~~scheduled work day, the employee may give notice on the next work day.

~~17.2.4~~ 18.2.4 **Demotion in Lieu of Layoff**
In lieu of layoff, the department head may offer a permanent employee a demotion to any class for which the employee is qualified. Employees demoted in lieu of layoff pursuant to this paragraph shall not be eligible for the "Y" rating procedure. An employee who accepts a demotion in lieu of layoff shall have the right of restoration to his or her former class when an opening occurs and his or her ranking sequence warrants restoration subject to the provisions of Section 17.5 below.

~~17.3~~ 18.3 **Transfer**
Employees may also request a transfer in accordance with the County's Transfer Policy, ~~asfound~~as found in the County's Personnel Policy and Procedures Resolution.

~~17.4~~ 18.4 **Notice**
Written notice of layoff shall be served on the affected employees in person or mailed by the United States Postal service to the employee's latest address on file with the County. The layoff notice shall be served or mailed at least twenty-one (21) calendar days prior to the expected effective date of separation unless delay results from consideration of demotion under the provisions of Section 9.2.3.

The notice shall include:
a. The reason for the layoff.
b. The effective date of the action.
c. A reference to the provisions governing reemployment.
d. Notice that employment counseling is available.

A copy of the notice shall be given to MCSMA.

~~17.5~~ 18.5 **Reemployment of Employees Laid Off**
The names of persons laid off under these procedures shall be maintained on a departmental recall list for the class series from which the employee was laid off for a period of one (1) year from the date of layoff. When using a departmental recall list to fill a position in a class from which layoffs have occurred within the one **(1)** year recall period, the department head shall reemploy laid off employees from the appropriate departmental recall list in inverse order of layoff. During the one (**1**) year recall period, ~~nonew~~no new employee shall be hired nor shall any employee be promoted to a class from which layoffs have occurred until all employees on layoff status in that class have had the opportunity to return to work.

However, when the best interest of the County requires an employee with demonstrated special qualifications, skills or training, or for affirmative action considerations, the department head may make an exception to the above order of recall to appoint ~~anemployee~~an employee out of ranking sequence.

Every employee given notice of layoff may request employment counseling and evaluation in order to determine those job classes within the County for which the employee meets employment eligibility requirements and desires to be considered for employment from a preferred eligible list. Such counseling and evaluation ~~shall~~shall ~~beavailable~~be available by appointment in order ~~ofrequest~~of request. Following the counseling and evaluation, laid off employee's name shall be placed on a preferred eligible list for each class designated as a result of the counseling and evaluation. When the Human Resources Department receives a request to refer applicants to a department for a vacant position in a class for which there exists a preferred eligible list, the laid off employee on the list shall be considered for employment prior to any job applicant. A competitive job related selection process may be used to determine the order

Formatted: Indent: Left: 0.53", No bullets or numbering

Formatted: Left, Indent: Left: 0.21", No bullets or numbering

Formatted: Left, Indent: Left: 0.21", No bullets or numbering

Formatted: Left, Indent: Left: 0.21", No bullets or numbering

in which laid off employees

on a preferred eligible list for a class will be referred for an interview.

A laid off employee may be removed from the department recall list or a preferred ~~eligiblelist~~eligible list for any of the following reasons:

- The expiration of one (1) year from the date ~~oflayoff~~of layoff.
- Reemployment within the County.
- Failure to accept employment or report to work.
- Failure to appear for a job interview after notification by telephone or by mail addressed to the employee's last address on file with the County and notice to MCSMA.
- Failure to respond within twenty-one (21) days to a communication regarding availability of employment.
- Request in writing by the laid off employee to be removed from the list.
- Failure to pass background after being offered reinstatement.

~~17.6~~ 18.6 Status of Employees Reemployed from a Preferred Eligible List

Employees who are re-employed from a preferred eligible list shall serve a new probationary period, and otherwise be treated as a new employee with the following exceptions:

Former employees who are hired from a preferred eligible list shall be entitled to:

- Placement at up to highest step in the class into which they are hired provided that the salary upon rehire does not exceed the salary the employee was receiving at the time ~~oflayoff~~of layoff.
- Reinstatement of credit for service time (ranking) as of the date of separation from ~~Countyservice~~County service.
- Credit for all prior service for the purpose of determining vacation and annual leave ~~accmal~~ accrual rates.
- Restoration of any sick leave balance credited to the employee's account on the date ~~oflayoff~~of layoff.

~~17.7~~ 18.7 Restoration of Benefit for Recalled Employees

Any employee who has been laid off and is hired from a departmental recall list under the terms of this article within one (1) year from the date of layoff shall be entitled to:

Restoration of permanent status for employees who are rehired from a departmental recall list and class from which they were laid off, and who have completed their probationary period. For employees who have not completed their probationary period, credit for that portion which has been completed shall be given if rehired from a departmental recall list.

Restoration of all sick leave credited to the employee's account on the date he/she was ~~laidoff~~laid off. Credit for all prior service for the purpose of determining vacation and annual leave ~~accmal~~ accrual rates. Placement in the same step of the salary range the employee held at the time of layoff.

Reinstatement of credit for service time (ranking) as of the date of layoff.

~~17.8~~ 18.8 Insurance Coverage

Each permanent employee who is enrolled in a CalPERS Health Plan at the time of layoff may elect to

Formatted: Left, Indent: Left: 0.21", No bullets or numbering

Formatted: Left, Indent: Left: 0.21", No bullets or numbering

Formatted: Left, Indent: Left: 0.21", No bullets or numbering

enroll in a CalPERS health plan/COBRA plan. In the event the laid off employee so ~~elects,~~elects; the County will pay an amount equal to two (2) times the employee only premium at the time of layoff toward the cost of

the health insurance conversion ~~plan. The~~plan. The above insurance provision does not apply to employees who retire concurrent with layoff.

~~17.9~~ 18.9 **Appeal Procedure**

An employee directly affected by the operation of this policy may, within five (5) ~~workingdays~~working days after a notice of layoff is received, request a meeting with a department head or the department head's designated representative to review the application of this policy as it affects the employee's status. The employee may be accompanied by a representative of MCSMA.

MCSMA, and only MCSMA, after making an attempt to resolve the matter informally, may within seven (7) days of the date of an alleged violation of this policy file a grievance for final consideration and determination at the department head level in accordance with the provisions of the grievance procedure in effect between the County and MCSMA. A grievance filed in accordance with this paragraph shall not be subject to Arbitration, Article 16of this Agreement.

ARTICLE ~~18~~19: EMERGENCIES

Nothing herein shall limit the authority of the County to prepare for or meet an emergency. An emergency shall be defined as a condition, which will or is likely to prevent the continued normal conduct of County operations or services, which will or will likely present a danger to life or property.

ARTICLE ~~19~~20: DISCIPLINARY ACTIONS

~~19.1~~ 20.1 **Disciplinary Action**

The Appointing Authority may take disciplinary action against any employee in a Department who is subject to this MOU and *California Government Code 3300 et al,* provided that the rules and regulations prescribed herein are followed. As used in this section, disciplinary or punitive action shall mean dismissal, suspension without ~~pay,disciplinary~~pay, disciplinary demotion, reduction in salary, transfer for purposes of punishment, or written reprimand.

~~19.2~~ 20.2 **Suspension With Pay Pending Investigation**

Notwithstanding any other provision of the Disciplinary Actions Article of this MOU, the Appointing Authority may suspend an employee from his/her position at any time for reasons of investigation for disciplinary action upon the determination of the Appointing Authority that circumstances exist that make the immediate removal of the employee ~~fromthe~~from the workplace to be in the best interests of the County, and that the employee cannot be effectively used in his/her job classification within the Department. Such suspension pending investigation shall be with pay and benefits, except when criminal charges or an indictment are pending against the employee. Suspension with pay shall not be deemed disciplinary action and shall not be subject to appeal.

Written notice of such suspension shall be given to the suspended employee as soon as possible, but no later than seventy-two (72) hours after such action is taken. The Appointing Authority may reinstate any such suspended employee to his/her position for ~~agood~~a good cause, providing the Appointing Authority is satisfied that no disciplinary action is appropriate.

~~19.3~~ 20.3 **Notice of Disciplinary Action**

In order to institute disciplinary action, the Appointing Authority, or his/her designee, shall serve written notice of the proposed disciplinary action in accordance with ~~thefollowing~~the following procedures:

~~19.3.1~~ 20.3.1 Except when emergency or other special circumstances require immediate action, a

Formatted: Left, Indent: Left: 0.21", No bullets or numbering

Formatted: Indent: Left: 0.21", No bullets or numbering

Formatted: Indent: Left: 0.21", No bullets or numbering

Formatted: Indent: Left: 0.21", No bullets or numbering

Formatted: Font: 11.5 pt, Font color: Gray-95%

Formatted: Font color: Gray-95%

Formatted: Normal, Indent: Left: 0.17", No bullets or numbering

notice of proposed disciplinary action (other than written reprimand) shall be delivered to the employee, either personally or by United States Postal Service, to the current address listed on the employee's most recent Personnel Action Form, no less than five (5) calendar days prior to the effective date of any disciplinary action against the employee. The five (5) day prior notice requirement shall not apply to the following disciplinary actions, but may be given within a reasonable time after the commencement of such discipline:

a. Written reprimands; and

b. Emergency or other special situations.

c. There shall be no five (5) day notice required for Suspension With Pay Pending Investigation.

~~19.3.2~~ 20.3.2 The notice(s) of proposed disciplinary action shall together include the following:

~~a.~~ a. The nature of the proposed disciplinary action;

~~b.~~ b. The effective date of the proposed action;

~~c.~~ c. The causes for the proposed action in ordinary, concise language with the dates and places thereof, when known;

d. A statement that the material upon which the proposed action is based ~~isavailable~~is available for inspection; and

e. A statement advising the employee of his/her right to respond, either verbally or in writing, to the Appointing Authority or his/her designee proposing the disciplinary action prior to the effective date, and the right to be represented in that response.

In order to implement either the proposed disciplinary action or a lesser disciplinary ~~actionbased~~action based on the same cause(s), a notice of disciplinary action shall be delivered to ~~theemployee~~the employee by or as soon after the effective date of the disciplinary action as possible. This notice of disciplinary action shall contain the information specified in items 19.3.2.a, 19.3.2.b and 19.3.2.c above, and in addition, shall include a statement of the employee's right of appeal, if any, and representation by a party of his/her choice. The notice shall also include a referral to the Appeals from Disciplinary Action Section of this MOU.

~~19.4~~ 20.4 Written Reprimand

The Appointing Authority, or his/her authorized designee, may reprimand an employee by furnishing him/her with a written statement of the specific reasons for such reprimand. A copy of the reprimand shall be given to the Executive Director-Administration/~~ChiefDistrict~~Chief District Attorney Investigator for inclusion in the employee's personnel file, and shall be subject to appeal as set forth in Section 19.11.3; however, the employee shall have theright of rebuttal, whether or not the employee appeals. The rebuttal, if it is in writing, shall be attached to the reprimand and placed in the employee's personnel file. The Appointing Authority, or his/her designee, may correct the written reprimand at his/her discretion. If the Appointing Authority removes the written reprimand from the employee's personnel file, the employee's rebuttal (if any) shall likewise be removed.

~~19.5~~ 20.5 Suspension Without Pay

A suspension without pay invoked as disciplinary action under this section against an employee shall not exceed one (1) year.

~~19.6~~ 20.6 Reduction in Salary

The Appointing Authority may reduce the salary of an employee for disciplinary reasons, provided that such

Formatted: Font: 12 pt, Font color: Gray-95%

Formatted: Normal, Indent: Left: 0.17", No bullets or numbering

Formatted: Indent: Left: 1.61", No bullets or numbering

Formatted: Indent: Left: 1.62", No bullets or numbering

Formatted: Indent: Left: 1.62", No bullets or numbering

Formatted: Indent: Left: 0.21", No bullets or numbering

Formatted: Indent: Left: 0.21", No bullets or numbering

Formatted: Indent: Left: 0.21", No bullets or numbering

reduction shall be to a step within the salary range of the classification of the position held by the employee. An employee so reduced in salary shall retain his/her anniversary date.

~~19.7~~ 20.7 **Disciplinary Demotion**
The Appointing Authority may demote an employee, for disciplinary reasons, to any position with a lower salary, provided the employee meets the qualifications for the lower-level position. Such demoted employee shall not be eligible for promotion for a period of six (6) calendar months after the effective date of the demotion.

~~19.8~~ 20.8 **Dismissal**
The continued tenure of each employee shall be subject to his/her satisfactory conduct ~~andthe~~and the rendering of efficient service. Should there be cause for disciplinary action, an employee may be dismissed for either reason.

~~19.9~~ 20.9 **Absence Without Leave Separation**
An employee who has unauthorized absences from duty, which exceed three (3) consecutive working days shall be considered to have abandoned his/her position and to have automatically resigned. Resignation shall be deemed effective upon the posting by United States Mail of a Notice of Automatic Resignation, sent by the Appointing Authority or his/her designee to the last known address of the employee, as shown on his/her latest Personnel Action.

~~19.10~~ 20.10 **Statute of Limitations**
No disciplinary action shall be taken against any Department employee for any cause unless the notice of the proposed disciplinary action is served within one (1) year of the of the Department's discovery of an act, omission, or other misconduct or non-performance, by a person authorized to initiate an investigation of the allegation, with the exception of those circumstances set forth in Government Code §3304(d).

Nothing herein shall preclude the County or the Appointing Authority from disciplining ~~anemployee~~an employee for cause, which consists of a course of conduct or history of performance that began more than one (1) year prior to the notice of disciplinary action. Such disciplinary and/or performance record of beyond one (1) year shall be used only to determine the ~~levelof~~level of discipline to be imposed.

~~19.11~~ 20.11 **Appeals from Disciplinary Action**
Only permanent employees who are not serving their initial probationary period shall have the right of appeal from disciplinary action. Appeals from the various disciplinary actions listed in the Disciplinary Action Section of this MOU shall be taken in accordance with the following provisions:

~~19.11.1~~ 20.11.1 An employee who receives a transfer for the specific purpose of punishment, that does not involve a reduction in salary or loss of pay, may request an evidentiary hearing before the Appointing Authority, or his/her authorized designee. The decision of the Appointing Authority, or his/her authorized designee shall be final and binding.

~~19.11.2~~ 20.11.2 An employee who receives a transfer for the specific purpose of punishment that involves a loss of pay may request a full evidentiary hearing before the Appointing Authority, or his/her authorized designee, whose decision in the matter shall be final and binding.

~~19.11.3~~ 20.11.3 An employee who receives a written reprimand that does not involve a ~~reductionin~~reduction in salary or loss of pay may request an evidentiary hearing with the next level of supervision/management above the individual issuing the written reprimand. The employee shall also retain his/her right of rebuttal. If it is in writing, the rebuttal shall be attached to the

Formatted: Indent: Left: 0.21", No bullets or numbering

Formatted: Indent: Left: 0.21", No bullets or numbering

Formatted: Indent: Left: 0.21", No bullets or numbering

Formatted: Indent: Left: 0.21", No bullets or numbering

Formatted: Indent: Left: 0.21", No bullets or numbering

Formatted: Font: 12 pt, Font color: Gray-95%

Formatted: Normal, Indent: Left: 0.17", No bullets or numbering

Formatted: Font: 12 pt, Font color: Gray-95%

Formatted: Font: 12 pt, Font color: Gray-95%

Formatted: Font: 12 pt, Font color: Gray-95%

Formatted: Font: 12 pt, Font color: Gray-95%

Formatted: Font color: Gray-95%

Formatted: Font: 12 pt, Font color: Gray-95%

reprimand and placed in the employee's personnel file. If after the hearing, the Appointing Authority, or his/her authorized designee decides to remove the written reprimand from the employee's personnel file, the employee's rebuttal (if any) shalllikewise be removed.

~~19.11.4~~ 20.11.4 A "full evidentiary hearing" under the provisions of Section 19.11.2 above, when requested by the employee, shall involve the right to be represented, the calling and cross-examination of witnesses, and the issuance of subpoenas *deuces tecum.* The individual hearing the matter must not have been involved in the initial decision to issue the discipline. The individual who took the disciplinary action shall be present, and Department shall have the burden of proof.

An "evidentiary hearing" under the provisions of Section ~~19~~20.11.1 or ~~19~~20.11.3 above, where the action taken results in neither reduction in salary nor loss of pay, when requested bythe employee, shall involve the right to be represented, to produce evidence, and to presentargument; but it shall not include the right to confront or cross-examine witnesses. The individual who took the disciplinary action shall be present, and Department shall have theburden of proof.

~~19.11.5~~ 20.11.5 A disciplinary appeal to arbitration may be filed only by an employee who is not a probationary employee and who occupies a permanent position, and only fromdisciplinary actions listed in the Disciplinary Action Section of this MOU other than those set forth in 20.11.1~~19.11.1~~ through ~~19~~20.11.4 above.

~~19.11.6~~ 20.11.6 The appeal to arbitration must be filed in writing within a period of ten (10) calendar days after the employee is notified of the decision to take disciplinary action. Thefailure to file the appeal within the prescribed time limit shall constitute an irrevocable waiver of the employee's disciplinary appeal rights, and the discipline imposed shall become final and binding at the expiration of the ten-day time period.

A disciplinary appeal to arbitration shall be filed with the County Administrative Officer, shall be handled confidentially, and a copy of the appeal filed shall promptly be sent to both the Appointing Authority and the County Counsel's Office.

~~19.11.7~~ 20.11.7 Within twenty (20) days after the appeal is filed with the County Administrative Officer, the parties shall begin the process to select a mutually acceptable arbitrator. The parties shall then select a mutually agreeable hearing date.

Except as otherwise mutually agreed upon by the parties in a specific case, an arbitrator shall be ~~selected~~selected, and a hearing shall be scheduled within sixty (60) calendar days after the appeal is filed.

~~19.11.8~~ ~~20.11.8 The~~20.11.8 The appellant and the Appointing Authority may appear personally and may be represented by counsel at the hearing. The hearing shall be private unless the appellant requests a public hearing.

~~19.11.9~~ ~~20.11.9 Before~~20.11.9 Before the hearing has commenced and during the course of the hearing, the arbitrator may issue subpoenas *deuces tecum* at the request of either party. Oral evidence shall be taken only on oath or affirmation. The appellant and the Appointing Authority shall each have the right to call and examine witnesses, to cross-examine opposing witnesses on any matter relevant to the issues, to impeach any witness and to rebut the evidence against him/her. Technical rules relating to evidence and witnesses do not haveto apply to such hearings. Hearsay evidence may be used for the purpose of supplementingor explaining any direct ~~evidence, but~~evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. At the hearing, the burden of proof shall be

Formatted: Font: 12 pt, Font color: Gray-95%
Formatted: Font: 12 pt
Formatted: Font: 12 pt, Font color: Gray-95%
Formatted: Normal, Indent: Left: 0.17", No bullets or numbering
Formatted: Font color: Gray-95%
Formatted: Font: 12 pt, Font color: Gray-95%
Formatted: Font color: Gray-95%
Formatted: Font: 12 pt, Font color: Gray-95%
Formatted: Normal, Indent: Left: 0.17", No bullets or numbering
Formatted: Font color: Gray-95%
Formatted: Font: 12 pt, Font color: Gray-95%
Formatted: Font: 12 pt
Formatted: Indent: Left: 0.94"
Formatted: Font: 12 pt, Font color: Gray-95%
Formatted: Normal, Indent: Left: 0.17", No bullets or numbering
Formatted: Font color: Gray-95%
Formatted: Font: 12 pt, Font color: Gray-95%
Formatted: Normal, Indent: Left: 0.71", No bullets or numbering
Formatted: Font color: Gray-95%
Formatted: Font: 12 pt, Font color: Gray-95%
Formatted: Normal, Indent: Left: 0.71", No bullets or numbering
Formatted: Font color: Gray-95%
Formatted: Font: 12 pt, Font color: Gray-95%
Formatted: Font color: Gray-95%
Formatted: Font: 12 pt, Font color: Gray-95%
Formatted: Font: 12 pt, Font color: Gray-95%

upon the Appointing

Formatted: Font color: Gray-95%

Authority.

~~19.11.10~~ 20.11.10 As soon as may be practicable after the conclusion of the hearing, the arbitrator shall prepare a summary record of the proceedings and prepare recommended findings, conclusions and a decision. The hearing officer shall submit a copy of said record of findings, conclusions and decision to the Board of Supervisors. The arbitrator's decision shall not add to, subtract from, or otherwise modify the terms and conditions of this Agreement.

~~19.11.11~~ 20.11.12Within thirty (30) days after the filing of the record and recommended findings, conclusions and decision of the hearing officer with the Board, the Board shall adopt such recommended findings, conclusions and decision, or shall reject the recommendations of the hearing officer and adopt its own findings, conclusions and decision after a review of the record. The Board shall affirm, modify or reverse the order of the Appointing Authority causing the disciplinary action. Upon rejection of the recommendation by the Board, the entire administrative record shall be delivered to the Board, and the Board shallhave an additional ninety (90) days from the date ofrejection to review the entire administrative record and adopt its own findings, conclusions and decision in the matter.

~~19.11.12~~ 20.11.12 The decision of the Board shall be final.

~~19.11.13~~ 20.11.13 Each party shall bear its/his/her own costs in the disciplinary appeal; except that the expense of the arbitrator, the cost of a certified court reporter and the expense of a transcript of the hearing for the arbitrator shall be shared equally by the parties involved inthe action being appealed. All other expenses including, but not limited to, fees for witnesses, transcripts for a party and similar or other costs incurred by a party during the disciplinary appeal shall be the responsibility of that individual party.

Formatted: Font: 12 pt, Font color: Gray-95%

Formatted: Normal, Indent: Left: 0.71", No bullets or numbering

Formatted: Font: 12 pt

Formatted: Font: 12 pt, Font color: Gray-95%

Formatted: Font color: Gray-95%

Formatted: Font: 12 pt, Font color: Gray-95%

Formatted: Font: 12 pt

Formatted: Font: 12 pt, Font color: Gray-95%

Formatted: Font color: Gray-95%

Formatted: Font: 12 pt, Font color: Gray-95%

Formatted: Font color: Gray-95%

Formatted: Font: 12 pt, Font color: Gray-95%

Formatted: Font color: Gray-95%

ARTICLE ~~20~~21: COUNTY RIGHTS

The County will continue to have, whether exercised or not, all the rights, powers and authority heretofore existing, including, but not limited to the following: determine the standards ofservices to be offered by the Sheriffs Office and District Attorney's Office; determine thestandards of selection for employment; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; issue and enforce rules and regulations; maintain the efficiency of governmental operations; determine the methods,means and personnel by which the Sheriffs Office and the District Attorney's Office operations are to be conducted; determine the content of job classifications; exercise complete control and discretion over its organization and the technology of performing its work; and fulfill all of its legal responsibilities. All the rights, responsibilities and prerogatives that are inherent in the County by virtue of statutory and charter provisions cannot be subject to any grievance orarbitration proceeding.

Further, the exercise by the County through its Board and management representatives of its rights hereunder shall not in any way, directly or indirectly, be subject to the grievance procedure set forth herein.

ARTICLE ~~21~~22: CONCERTED ACTIVITIES

The parties to this agreement recognize and acknowledge that the services performed by the County employees covered by this agreement are essential to the public health, safety, and general welfare of the residents of the County of Monterey. Association agrees that under no circumstances will MCSMA recommend, encourage, cause or permit its members to initiate, participate in, nor will any member of the bargaining unit take part in, any strike, sit-down, stay- in, sick-out, slow-down, or picketing (hereinafter

collectively referred to as work-stoppage), inany office or department of the County, nor to curtail any work or restrict any production, or interfere with any operation of the County.

In the event of any such work stoppage by any member of the bargaining unit, the County shallnot be required to negotiate on the merits of any dispute, which may have given rise to such work stoppage until said work stoppage has ceased.

In the event of any work stoppage, during the term of this agreement, whether by MCSMA or by any member of the bargaining unit, MCSMA by its officers, shall immediately declare in writing and publicize that such work stoppage is illegal and unauthorized and further direct its members in writing to cease the said conduct and resume work. Copies of such written notice shall be served upon the County. In the event of any work stoppage MCSMA promptly and in good faith performs the obligations of this paragraph, and providing MCSMA had not otherwise authorized such work stoppage, MCSMA shall not be liable for any damages caused by the violation of this provision. However, the County shall have the right to discipline, to include discharge, any employee who instigates, participates in, or gives leadership to, any work stoppage activity herein prohibited, and the County shall also have the right to seek full legal redress, including damages, as against any such employee.

ARTICLE ~~22~~23: SEPARABILITY

If any section, subsection, paragraph, clause or phrase of this agreement is, for any reason, held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this agreement, it being hereby expressly declared that this document, each section, subsection, paragraph, sentence, clause and phrase thereof, would have been adopted irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

ARTICLE ~~23~~24: FULL UNDERSTANDING, MODIFICATION, WAIVER

It is intended that this agreement sets forth the full and entire understanding of the partiesregarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. Existing benefits and working conditions which are not referenced in this agreement, such as e.g., those contained in the Salary and Benefits Resolution and thePersonnel Resolution, and which are subject to the meet and confer process, shall continuewithout change unless modified subject to the meet and confer process.

Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its rights, and agrees that the other not be required, although they may mutually agree otherwise, to negotiate with respect to any subject or matter covered herein or with respect to any other matter within the scope of negotiations, during the term of this agreement.

Any agreement, alteration, understanding, variation, waiver, or modification of any of the termsof provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by theCounty's Board of Supervisors.

A waiver of any breach, term or condition of this agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

This Memorandum of Understanding between the County of Monterey and the Monterey County Sheriff's Management Association, term July 1, 2021 to June 30, 2024.

ARTICLE 25: ADDITIONAL PROVISIONS

Base Wage Study Implementation – The County agrees to implement the base wage adjustments found in the Base Wage Study, conducted for Unit C by Sloan Sakai in April 2024, in accordance with the County of Monterey Compensation Philosophy.

Formatted: Indent: Left: 0.16", Space Before: 0 pt, Tab stops: 1", Left

Formatted: Font: 12 pt

Formatted: Right: 0.63"

Introduced: 2/24/2026

Current Status: Housing & Community Development - Consent

Version: 1

Matter Type: General Agenda Item

a. Receive an update regarding the rent adjustment for Kents Court tenants.
b. Recommend setting rents for tenants at Kents Court at 30% of income for households earning up to 110% of Area Median Income, adjusted for household size, or 35% income for households earning more than 110% of AMI, adjusted for household size, based on annual tenant certified incomes, less the utility allowance calculated using the Housing Authority of Monterey County's most current utility allowance tables.
c.Authorize staff to amortize rent increases over the next four-year period (2026 through 2029) for tenants of Kents Court based on certified annual household income.
d. Authorize staff to distribute to the tenants at Kents Court a 60-day notice of rent change.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Receive an update regarding the rent adjustment for Kents Court tenants.
b. Recommend setting rents for tenants at Kents Court at 30% of income for households earning up to 110% of Area Median Income, adjusted for household size, or 35% income for households earning more than 110% of AMI, adjusted for household size, based on annual tenant certified incomes, less the utility allowance calculated using the Housing Authority of Monterey County's most current utility allowance tables.
c. Authorize staff to amortize rent increases over the next four-year period (2026 through 2029) for tenants of Kents Court based on certified annual household income.
d. Authorize staff to distribute to the tenants at Kents Court a 60-day notice of rent change.

SUMMARY:
On December 9, 2025, staff presented this item to the Board of Supervisors for consideration. Staff presented that the current tenants all pay the same amount of rent for a 2-bedroom or a 3-bedroom unit and demonstrated how every household has different annual income. It was explained that the recommended change to the Kents Court rent structure will bring rents into alignment with the requirements of Section 50052(b) of the California Health and Safety Code. It was further explained that if approved by the Board of Supervisors, rents at Kents Court will increase by an average of 51%, spread out over four calendar years (2026 through 2029). It was also discussed that because there is an income deed-restriction recorded on the individual Kents Court units, changes to maximum rents are exempt from the limits imposed by AB1482.

The Board of Supervisors requested staff to meet individually with each household to explain their rent changes and obtain feedback from the tenants on the changes. Staff has met with individual tenants at Kents Court to review the rent adjustments. No objections to the rent adjustments were shared with staff during the meetings.

DISCUSSION:
Kents Court is a 19-unit manufactured home community owned by the County and located in Pajaro. One unit is occupied by an onsite manager.
Staff held individual meetings with each of the Kents Court tenants on January 23, 2026, January 26, 2026, and January 28, 2026 at the office of the current management company, Oliver Property Management, in Watsonville. All of the 18 households attended their meeting time, and the meeting was held in their native language since the majority of the tenants are Spanish speakers.
Generally speaking, staff reviewed the following information with each tenant, in Spanish, during the meeting.

1. The 2026 rent adjustment for their household is based on their 2025 income certifications.
2. Staff provided each household a copy of the deed-restriction Agreement recorded on the property and explained that Kents Court was established as a low-income project.
3. Staff requested each tenant sign the Exemption from AB1482 Addendum form. Management staff filed the original in their tenant file.
4. Each household received the 2026 recertification application package to begin this year's income recertification process. Staff will be working in conjunction with Oliver Property Management to complete this task.

Moreover, staff provided the following information to the tenants regarding the rent adjustment process.
* County staff went to the Board of Supervisors to present the Kents Court rent adjustments on December 9, 2025.
* The Board of Supervisors requested that our office staff meet individually with each tenant to explain their rent changes.
* The Board of Supervisors need to formally approve that their rents get adjusted over a period of 4-years; 2026, 2027, 2028, and 2029. They were all very grateful for this.
* Each tenant's future rent adjustment shall be based on their annual household income at that time. Each tenant was informed that staff cannot forecast their 2027, 2028, and 2029 rent changes presently because these will be driven by their annual household income for the coming years.

None of the tenants were surprised with the change in the amount of their rents, and some were even expecting it to be higher. They were all grateful that the Board of Supervisors supported the change in a four-year period. A few send their gratitude and appreciation to the whole Board of Supervisors and County staff for this gesture.

The tenants that are receiving a rent decrease were very happy and excited, and they mentioned that with the high inflation, this change comes in at a perfect time.

Staff explained to them the next steps as follow: County staff will present this update to Board of Supervisors meeting date and informs the tenants of the date the update will be on the Board's calendar. Staff informed the tenants that this meeting is not mandatory for them, but that they are welcome and encouraged to attend. After the Board of Supervisors acts on this item, our office staff will notify Oliver Property Management of the outcome. If the Board of

Supervisors approve the action, our office staff will notify Oliver Property Management to provide a formal 60-day written notice to each tenant with their rent change. Staff informed the tenants that it anticipated the rent changes to occur not sooner than 90 days from their meeting date.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Health, Housing, Homelessness, and Human Services Committee received this report on October 20, 2025. The Housing Advisory Committee received this this report on October 22, 2025. Both bodies expressed concern that large rent increases would be challenging for the Kents Court tenants to absorb all at once and directed staff to look at phasing the increases over multiple years.

HOUSING IMPACTS:
___Reduces constraints on Housing Development
___Increases constraints on Housing Development
_X Neutral
___Not applicable [N/A]

The proposed rent increase for Kents Court will provide additional operating income. This will provide additional financial stability for the property and build a reserve for scheduled and extraordinary maintenance of this County-owned residential complex. Other options for using any rental income not required for reasonably foreseeable maintenance requirements at Kents County may be used to capitalize the Monterey County Local Housing Trust Fund with approval by the Board of Supervisors.

Higher income residents of Kents Court may voluntarily relocate as their rents move closer to market rates. If this occurs, units will become available for income qualified households currently priced out of the market.

FINANCING:
There is no impact on the General Fund. Kents Court has been generally self-supporting since the County acquired it in 2010. The exception to this, was the extraordinary relocation expenses incurred by the County in 2023, that were the result of a planned renovation and the 2023 Pajaro River flood event. Revenue and expenses related to Kents Court are budgeted in Fund 175, Budget Unit 8547, Appropriations Code HCD006.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
Adoption of the staff recommendation will provide additional financial stability for the only County-owned affordable housing without requiring additional support from the General Fund. The recommendation will also make housing more affordable for the lowest income families at Kents Court by tying the amount of their rent to their household income.

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

Prepared by: Darby Marshall, Housing Program Manager, x5391
Approved by: Craig Spencer, Housing and Community Development Director, x5233

Introduced: 2/24/2026
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

a. Receive an update regarding the rent adjustment for Kents Court tenants.
b. Recommend setting rents for tenants at Kents Court at 30% of income for households earning up to 110% of Area Median Income, adjusted for household size, or 35% income for households earning more than 110% of AMI, adjusted for household size, based on annual tenant certified incomes, less the utility allowance calculated using the Housing Authority of Monterey County's most current utility allowance tables.
c.Authorize staff to amortize rent increases over the next four-year period (2026 through 2029) for tenants of Kents Court based on certified annual household income.
d. Authorize staff to distribute to the tenants at Kents Court a 60-day notice of rent change.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Receive an update regarding the rent adjustment for Kents Court tenants.
b. Recommend setting rents for tenants at Kents Court at 30% of income for households earning up to 110% of Area Median Income, adjusted for household size, or 35% income for households earning more than 110% of AMI, adjusted for household size, based on annual tenant certified incomes, less the utility allowance calculated using the Housing Authority of Monterey County's most current utility allowance tables.
c. Authorize staff to amortize rent increases over the next four-year period (2026 through 2029) for tenants of Kents Court based on certified annual household income.
d. Authorize staff to distribute to the tenants at Kents Court a 60-day notice of rent change.

SUMMARY:
On December 9, 2025, staff presented this item to the Board of Supervisors for consideration. Staff presented that the current tenants all pay the same amount of rent for a 2-bedroom or a 3-bedroom unit and demonstrated how every household has different annual income. It was explained that the recommended change to the Kents Court rent structure will bring rents into alignment with the requirements of Section 50052(b) of the California Health and Safety Code. It was further explained that if approved by the Board of Supervisors, rents at Kents Court will increase by an average of 51%, spread out over four calendar years (2026 through 2029). It was also discussed that because there is an income deed-restriction recorded on the individual Kents Court units, changes to maximum rents are exempt from the limits imposed by AB1482.

The Board of Supervisors requested staff to meet individually with each household to explain their rent changes and obtain feedback from the tenants on the changes. Staff has met with individual tenants at Kents Court to review the rent adjustments. No objections to the rent adjustments were shared with staff during the meetings.

DISCUSSION:
Kents Court is a 19-unit manufactured home community owned by the County and located in Pajaro. One unit is occupied by an onsite manager.
Staff held individual meetings with each of the Kents Court tenants on January 23, 2026, January 26, 2026, and January 28, 2026 at the office of the current management company, Oliver Property Management, in Watsonville. All of the 18 households attended their meeting time, and the meeting was held in their native language since the majority of the tenants are Spanish speakers.
Generally speaking, staff reviewed the following information with each tenant, in Spanish, during the meeting.

1. The 2026 rent adjustment for their household is based on their 2025 income certifications.
2. Staff provided each household a copy of the deed-restriction Agreement recorded on the property and explained that Kents Court was established as a low-income project.
3. Staff requested each tenant sign the Exemption from AB1482 Addendum form. Management staff filed the original in their tenant file.
4. Each household received the 2026 recertification application package to begin this year's income recertification process. Staff will be working in conjunction with Oliver Property Management to complete this task.

Moreover, staff provided the following information to the tenants regarding the rent adjustment process.
* County staff went to the Board of Supervisors to present the Kents Court rent adjustments on December 9, 2025.
* The Board of Supervisors requested that our office staff meet individually with each tenant to explain their rent changes.
* The Board of Supervisors need to formally approve that their rents get adjusted over a period of 4-years; 2026, 2027, 2028, and 2029. They were all very grateful for this.
* Each tenant's future rent adjustment shall be based on their annual household income at that time. Each tenant was informed that staff cannot forecast their 2027, 2028, and 2029 rent changes presently because these will be driven by their annual household income for the coming years.

None of the tenants were surprised with the change in the amount of their rents, and some were even expecting it to be higher. They were all grateful that the Board of Supervisors supported the change in a four-year period. A few send their gratitude and appreciation to the whole Board of Supervisors and County staff for this gesture.

The tenants that are receiving a rent decrease were very happy and excited, and they mentioned that with the high inflation, this change comes in at a perfect time.

Staff explained to them the next steps as follow: County staff will present this update to Board of Supervisors meeting date and informs the tenants of the date the update will be on the Board's calendar. Staff informed the tenants that this meeting is not mandatory for them, but that they are welcome and encouraged to attend. After the Board of Supervisors acts on this item, our office staff will notify Oliver Property Management of the outcome. If the Board of Supervisors approve the action, our office staff will notify Oliver Property Management to

provide a formal 60-day written notice to each tenant with their rent change. Staff informed the tenants that it anticipated the rent changes to occur not sooner than 90 days from their meeting date.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Health, Housing, Homelessness, and Human Services Committee received this report on October 20, 2025. The Housing Advisory Committee received this this report on October 22, 2025. Both bodies expressed concern that large rent increases would be challenging for the Kents Court tenants to absorb all at once and directed staff to look at phasing the increases over multiple years.

HOUSING IMPACTS:
___Reduces constraints on Housing Development
___Increases constraints on Housing Development
_X Neutral
___Not applicable [N/A]

The proposed rent increase for Kents Court will provide additional operating income. This will provide additional financial stability for the property and build a reserve for scheduled and extraordinary maintenance of this County-owned residential complex. Other options for using any rental income not required for reasonably foreseeable maintenance requirements at Kents County may be used to capitalize the Monterey County Local Housing Trust Fund with approval by the Board of Supervisors.

Higher income residents of Kents Court may voluntarily relocate as their rents move closer to market rates. If this occurs, units will become available for income qualified households currently priced out of the market.

FINANCING:
There is no impact on the General Fund. Kents Court has been generally self-supporting since the County acquired it in 2010. The exception to this, was the extraordinary relocation expenses incurred by the County in 2023, that were the result of a planned renovation and the 2023 Pajaro River flood event. Revenue and expenses related to Kents Court are budgeted in Fund 175, Budget Unit 8547, Appropriations Code HCD006.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
Adoption of the staff recommendation will provide additional financial stability for the only County-owned affordable housing without requiring additional support from the General Fund. The recommendation will also make housing more affordable for the lowest income families at Kents Court by tying the amount of their rent to their household income.

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

Prepared by: Darby Marshall, Housing Program Manager, x5391
Approved by: Craig Spencer, Housing and Community Development Director, x5233

Introduced: 3/4/2026

Current Status: Housing & Community Development - Consent

Version: 1

Matter Type: General Agenda Item

a. Approve and authorize Amendment No. 2 to the Jeffrey S. Kirby Inclusionary Housing Agreement (inherited via a Memorandum and Reaffirmation of Inclusionary Housing Agreement) to allow conveyance of his inclusionary unit into a revocable living trust; and
b. Approve and authorize the Housing and Community Development Director, or his designee, to execute the approved Amendment No. 2 to the Inclusionary Housing Agreement.

RECOMMENDATION:

It is recommended that the Board of Supervisors:
a. Approve and authorize Amendment No. 2 to the Jeffrey S. Kirby Inclusionary Housing Agreement (inherited via a Memorandum and Reaffirmation of Inclusionary Housing Agreement) to allow conveyance of his inclusionary unit into a revocable living trust; and
b. Approve and authorize the Housing and Community Development Director, or his designee, to execute the approved Amendment No. 2 to the Inclusionary Housing Agreement.

SUMMARY:

Inclusionary Housing Program homeowners, Jim J. Kirby, Sr. and Dorothy Kirby, purchased the inclusionary unit on December 18, 1998, and executed a 30-year Inclusionary Housing Agreement ("Agreement") with the County that was recorded on January 14, 1999. Later, they added their inclusionary unit into a revocable living trust and named their son, Jeffrey S. Kirby, as receiver of full distribution of the inclusionary unit. Dorothy Kirby passed away on May 20, 2020, and then Jim J. Kirby, Sr. passed away on October 21, 2022. Jeffrey S. Kirby was added to the Inclusionary Housing Agreement that his parents executed back in 1999 via the Memorandum and Reaffirmation of Inclusionary Housing Agreement. His term of affordability expires on December 18, 2028.

Now inclusionary homeowner, Jeffrey S. Kirby, has submitted all the required documents and wishes to place his inclusionary unit in a revocable living trust as part of his estate planning. He inherited the inclusionary unit from his parents, and he executed and recorded the Memorandum and Reaffirmation of Inclusionary Housing Agreement on May 10, 2024.

The inclusionary unit is located in the Las Palmas Ranch Subdivision, Phase II, and is designated as a 120% moderate-income unit. Under the terms of the recorded Owners' Agreement with the County, transfers of title between owner-spouses and to eligible purchasers (i.e., new income qualified owner-occupants) are the only permitted transfers of title. Per the terms of the Agreement, any other transfer of property title, including into a trust, is not allowed without Board of Supervisors ("Board") approval.

The current Inclusionary Housing Program does allow transfers of title by Owner into an inter vivos trust in which Owner is the beneficiary is allowed, provided, however, that Owner shall provide written notice of such transfer to the County. However, this provision of the Inclusionary Housing Agreement requires Board approval. The Board has previously approved requests by other inclusionary homeowners to transfer their inclusionary unit into a revocable living trust.

DISCUSSION:
Owners of inclusionary units who purchased their home after July 12, 2011, are allowed to transfer their homes into trusts under Section 3.E. TITLE CHANGES AND PROPERTY INHERITANCE of the Inclusionary Housing Program Administrative Manual previously amended and adopted by the Board. The amendment, however, did not provide for retroactive application of this provision for existing homeowners who had entered into an agreement prior to July 12, 2011. As previously stated, Jim J. Kirby, Sr. and Dorothy Kirby purchased the inclusionary unit in 1998.

The proposed amendment to the Agreement enables the homeowner to transfer title of his property to a trust by expanding the Agreement's definition of "Permissible Transfer" to include conveyance to a revocable living trust for estate planning purposes. The amendment will allow the County to preserve its affordable housing program by requiring homeowner: (1) specifically acknowledge the continuing conditions of the Inclusionary Housing Program; (2) include specific language in the Deed transferring title into the trust; and (3) include specific language in the homeowners' trust documents. The proposed amendment will not affect the Inclusionary Housing Program's restrictions regarding the resale of home to income-and-asset qualified buyers and is consistent with the Inclusionary Housing Ordinance.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The County Counsel Office has reviewed this report and the Declaration of Trust, The Kirby Family Trust and the Trust Transfer Deed submitted by the homeowner with the required language. The County Counsel Office has approved the Amendment No. 2 to Inclusionary Housing Agreement as to form.

HOUSING IMPACTS:
___Reduces constraints on Housing Development
___Increases constraints on Housing Development
___Neutral
_X_Not applicable [N/A]

QUALITATIVE SUMMARY of potential impacts of the policy/program on Housing:
"N/A"

HOUSING CONSTRAINTS:
"N/A"

FINANCING:
There is no fiscal impact on the General Fund or on revenues. Staff time to prepare this report is included in the FY2025-26 Adopted Budget for Housing and Community Development

Appropriation Unit HCD001, Unit 8542.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The County's Inclusionary Housing Program provides homeownership opportunities in the unincorporated areas of Monterey County to very low-, low-, or moderate-income households.

Mark a check to the related Board of Supervisors Strategic Plan Goals:
__X_ Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities
____ Diverse and Thriving Economy
____ Dynamic Organization and Employer of Choice

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

____ Administrative

Prepared by: Rosa Camacho-Chavez, Housing Project Analyst II, x5389
Approved by: Craig W. Spencer, Director of Housing & Community Development, x5233

Attachments are on file with the Clerk of the Board:
Attachment A - Kirby Inclusionary Housing Agreement.pdf
Attachment B - Kirby Memorandum and Reaffirmation.pdf
Attachment C - Amendment No. 2 Transfer to Trust PRE 2002 Kirby.pdf

Introduced: 3/4/2026
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

a. Approve and authorize Amendment No. 2 to the Jeffrey S. Kirby Inclusionary Housing Agreement (inherited via a Memorandum and Reaffirmation of Inclusionary Housing Agreement) to allow conveyance of his inclusionary unit into a revocable living trust; and
b. Approve and authorize the Housing and Community Development Director, or his designee, to execute the approved Amendment No. 2 to the Inclusionary Housing Agreement.

RECOMMENDATION:

It is recommended that the Board of Supervisors:
a. Approve and authorize Amendment No. 2 to the Jeffrey S. Kirby Inclusionary Housing Agreement (inherited via a Memorandum and Reaffirmation of Inclusionary Housing Agreement) to allow conveyance of his inclusionary unit into a revocable living trust; and
b. Approve and authorize the Housing and Community Development Director, or his designee, to execute the approved Amendment No. 2 to the Inclusionary Housing Agreement.

SUMMARY:

Inclusionary Housing Program homeowners, Jim J. Kirby, Sr. and Dorothy Kirby, purchased the inclusionary unit on December 18, 1998, and executed a 30-year Inclusionary Housing Agreement ("Agreement") with the County that was recorded on January 14, 1999. Later, they added their inclusionary unit into a revocable living trust and named their son, Jeffrey S. Kirby, as receiver of full distribution of the inclusionary unit. Dorothy Kirby passed away on May 20, 2020, and then Jim J. Kirby, Sr. passed away on October 21, 2022. Jeffrey S. Kirby was added to the Inclusionary Housing Agreement that his parents executed back in 1999 via the Memorandum and Reaffirmation of Inclusionary Housing Agreement. His term of affordability expires on December 18, 2028.

Now inclusionary homeowner, Jeffrey S. Kirby, has submitted all the required documents and wishes to place his inclusionary unit in a revocable living trust as part of his estate planning. He inherited the inclusionary unit from his parents, and he executed and recorded the Memorandum and Reaffirmation of Inclusionary Housing Agreement on May 10, 2024.

The inclusionary unit is located in the Las Palmas Ranch Subdivision, Phase II, and is designated as a 120% moderate-income unit. Under the terms of the recorded Owners' Agreement with the County, transfers of title between owner-spouses and to eligible purchasers (i.e., new income qualified owner-occupants) are the only permitted transfers of title. Per the terms of the Agreement, any other transfer of property title, including into a trust, is not allowed without Board of Supervisors ("Board") approval.

The current Inclusionary Housing Program does allow transfers of title by Owner into an inter

vivos trust in which Owner is the beneficiary is allowed, provided, however, that Owner shall provide written notice of such transfer to the County. However, this provision of the Inclusionary Housing Agreement requires Board approval. The Board has previously approved requests by other inclusionary homeowners to transfer their inclusionary unit into a revocable living trust.

DISCUSSION:
Owners of inclusionary units who purchased their home after July 12, 2011, are allowed to transfer their homes into trusts under Section 3.E. TITLE CHANGES AND PROPERTY INHERITANCE of the Inclusionary Housing Program Administrative Manual previously amended and adopted by the Board. The amendment, however, did not provide for retroactive application of this provision for existing homeowners who had entered into an agreement prior to July 12, 2011. As previously stated, Jim J. Kirby, Sr. and Dorothy Kirby purchased the inclusionary unit in 1998.

The proposed amendment to the Agreement enables the homeowner to transfer title of his property to a trust by expanding the Agreement's definition of "Permissible Transfer" to include conveyance to a revocable living trust for estate planning purposes. The amendment will allow the County to preserve its affordable housing program by requiring homeowner: (1) specifically acknowledge the continuing conditions of the Inclusionary Housing Program; (2) include specific language in the Deed transferring title into the trust; and (3) include specific language in the homeowners' trust documents. The proposed amendment will not affect the Inclusionary Housing Program's restrictions regarding the resale of home to income-and-asset qualified buyers and is consistent with the Inclusionary Housing Ordinance.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The County Counsel Office has reviewed this report and the Declaration of Trust, The Kirby Family Trust and the Trust Transfer Deed submitted by the homeowner with the required language. The County Counsel Office has approved the Amendment No. 2 to Inclusionary Housing Agreement as to form.

HOUSING IMPACTS:
___Reduces constraints on Housing Development
___Increases constraints on Housing Development
___Neutral
_X_Not applicable [N/A]

QUALITATIVE SUMMARY of potential impacts of the policy/program on Housing:
"N/A"

HOUSING CONSTRAINTS:
"N/A"

FINANCING:
There is no fiscal impact on the General Fund or on revenues. Staff time to prepare this report is included in the FY2025-26 Adopted Budget for Housing and Community Development Appropriation Unit HCD001, Unit 8542.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The County's Inclusionary Housing Program provides homeownership opportunities in the unincorporated areas of Monterey County to very low-, low-, or moderate-income households.

Mark a check to the related Board of Supervisors Strategic Plan Goals:
__X_ Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities
____ Diverse and Thriving Economy
____ Dynamic Organization and Employer of Choice

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

____ Administrative

Prepared by: Rosa Camacho-Chavez, Housing Project Analyst II, x5389
Approved by: Craig W. Spencer, Director of Housing & Community Development, x5233

Attachments are on file with the Clerk of the Board:
Attachment A - Kirby Inclusionary Housing Agreement.pdf
Attachment B - Kirby Memorandum and Reaffirmation.pdf
Attachment C - Amendment No. 2 Transfer to Trust PRE 2002 Kirby.pdf

Attachment A

This page intentionally left blank.

Joseph F Pi
Monterey Coun Recorder
Recorded at the request of
Chicago Title

CRCARMEN
1/14/1999
8:00:00

DOCUMENT: **9903189**

Titles: 1 / Pages: 15

Fees.... 50.00
Taxes...
Other...
AMT PAID 50.00

0009903189

1712363CW
Recording Requested By
and Chicago Title
When Recorded Return To:
County of Monterey
Department of Planning and Building Inspectio
240 Church Street, Salinas CA 93901
Attn. Frank Brunings, Housing Coordinator

As applied only to Lot No. 48, Tract No. 1283, this agreement shall supersede the Agreement between Las Palmas Ranch Company, Inc. and the County of Monterey, recorded November 1st, 1995, Volume 3296 at Page 1466 of the Official Records at the Office of the Recorder, Monterey County as well as its related exhibits that may have updated the original agreement, but were recorded later.

INCLUSIONARY HOUSING AGREEMENT

(Resale Restrictions on Inclusionary Housing Unit and Option to Purchase Real Property)

THIS INCLUSIONARY HOUSING AGREEMENT is entered into at Monterey County, California, as of December 11th, 1998, between **JIM J. KIRBY, SR. AND DOROTHY KIRBY, HUSBAND AND WIFE** ("Owner"), and the COUNTY OF MONTEREY, a political subdivision of the State of California ("County"),

RECITALS:

A. Owner is the owner of the real property located in the County of Monterey, California, at **19107 GARDEN VALLEY WAY, SALINAS, CA 93908, (APN 139-392-009-000)**, within the Final Maps (as defined in the California Subdivision Map Act) for Tract No. 1283 which has been filed of record with the Office of the County Recorder of Monterey County, California known as **LAS PALMAS RANCH SUBDIVSION PHASE II** ("Development") as described in Exhibit "A" attached to this Agreement.

B. The development of the **LAS PALMAS RANCH SUBDIVISION PHASE II** has resulted in the construction and sale to the public of single-family dwellings.

C. County has designated the following lot within Development to be "Inclusionary Units" as defined in Subsection 18.40.030M of the COUNTY CODE:

Lot No.	Tract No.
48	1283

Each of the Lots which are Inclusionary Units are hereinafter referred to as a "Unit".

D. In full satisfaction of the requirements of COUNTY CODE Chapter 18.40 with respect to Tract 1283, Owner has agreed to sell the Units at a price effectively restricted by County to make the Units "affordable" in accordance with the provisions of Chapter 18.40 of the COUNTY CODE.

E. In return for and in consideration of the opportunity for Owner to sell the Unit and purchasers to purchase the Unit at "affordable prices" and in consideration of and for other good and valuable consideration, Owner, on behalf of himself and with the express intent to bind all those defined as "Owner" in Paragraph 2(e) below, hereby grant to County the option to purchase the Units ("Option") on the following terms and conditions.

1. **Good Faith Effort To Sell The Units.** Owner shall make a good faith effort to sell the Units to purchasers who meet the eligibility requirements of Chapter 18.40 of the Monterey County Code. Good faith effort shall constitute the following:

   (a) Sell the units to persons having an annual income no greater than 120% of the median income for Monterey County as defined by the U.S. Department of Housing and Urban Development (H.U.D.) as adjusted for family size.

   (b) Inform the Housing Authority and the Department of Planning and Building Inspection of intent to sell inclusionary units by mailing a "Notice of Intent to Sell Inclusionary Units."

   (c) To perform any preliminary verification of households selected to purchase inclusionary units from owner. Preliminary verification includes review of prequalification statement from a lender and income tax statements to determine the household's income eligibility with county median income guidelines.

   (d) To pay the Housing Authority for the services rendered in verifying and certifying eligible households. The fee for such services shall not exceed $300 for each household submitted for verification.

   (e) To deliver a copy of this Agreement to any household certified as an eligible household by the Housing Authority.

   (f) Request, if necessary, a sixty (60) day extension of the marketing period and a sixty (60) day extension of the escrow period pursuant to Paragraph E.3.(a)(ii) of this Agreement.

(g) Notwithstanding the foregoing, if Owner requests a Hardship Waiver in writing from the obligation to seek to sell the Property as described hereinabove, and the County grants said Hardship Waiver, the sixty (60) day period set forth in 3. (a.) (i.) below shall commence upon the County's receipt of the Owner's request for Hardship Waiver. A Hardship Waiver shall include job loss, death in Borrower's immediate family, divorce or other event or circumstance which the County reasonably believes warrants a Hardship Waiver.

2. **Exercise and Administration of Option.**

(a) County may administer and/or exercise the Option itself.

(b) County may from time to time designate another entity, person or organization to administer and/or exercise the Option ("Designee").

(c) County or its Designee may assign the Option to an individual private buyer who meets the eligibility requirements of, and is approved by, County.

(d) After the exercise of the Option by County, its Designee or any assignee of County or its Designee in the manner prescribed in this Agreement, County or its Designee may assign or reassign the right to purchase the Unit to any substitute individual private buyer who meets the eligibility requirements of, and is approved by County; provided, however, that any such subsequent assignment shall not extend any time limits contained in this Agreement.

(e) The Option contained in this Agreement shall not apply to the first purchaser owner nor to any subsequent sale to a purchaser owner who meets the eligibility requirements for a low or moderate income buyer under Chapter 18.40 of the Monterey County Code or to the transfer of a Unit by the Owner if the transfer is a permitted transfer described in Paragraph 11 of this Agreement or to the sale of a unit which is subject to a permitted encumbrance as described in Paragraph 12 of this Agreement, pursuant to a foreclosure sale or deed in lieu, or any subsequent transfer of title to the unit following such foreclosure or deed in lieu transfer.

3. **Method of Exercising Option.**

(a) Notice to Sell and Notice of Acceptance.

i) Except for permitted transfers of a Unit as set forth in Paragraph 11 below and sale of a unit which is subject to a permitted encumbrance as described in Paragraph 12 of this Agreement, pursuant to a foreclosure sale or deed in lieu, or any subsequent transfer of title to the unit following such foreclosure or deed in lieu transfer, if Owner wishes to sell or otherwise dispose of a Unit, Owner shall notify County in writing ("Notice to Sell"). The Notice to Sell shall state the street address of the Unit and Owner's full name(s), and shall be personally delivered or deposited in the United States mail, postage prepaid, first class, certified return receipt requested, addressed to Housing Coordinator, County of Monterey, Post Office Box 1208, Salinas, California 93902 and to the County Housing Authority of the County of Monterey addressed to:123 Rico Street, Salinas, CA 93907. County, its Designee or any assignee of County or its Designee shall then have the right to exercise the Option by delivery of written notice ("Notice of Acceptance") by personal delivery or upon deposit into the United States mail, postage prepaid, first class certified mail, to Owner at the address of the Unit at any time within sixty (60) days following the actual receipt by County of the Notice to Sell.

ii) Should Owner fail to sell the unit within sixty (60) days, or complete a transfer of title to purchasers who meet the eligibility requirements of the Inclusionary Housing Ordinance during the following sixty (60) day escrow period, Owner may request from County one additional sixty (60) day marketing period and sixty (60) day escrow period before County exercises its Option.

iii) County shall have sixty (60) days from the date it receives notice of the owner's failure to close escrow to exercise its option to purchase the Property at the Option Price. Upon such exercise, the County shall have sixty (60) days from the date of exercise of its option to consummate the Escrow Closing.

iv) In the event that County abandons, or fails to exercise, or elects not to exercise the Option within sixty (60) days after it actually receives the Notice to Sell or within an additional sixty (60) day marketing period requested by the owner, County shall cause to be recorded in the Office of the Recorder of County, a notice of intent not to exercise the option with respect to the Unit, and shall deliver a copy of the notice to Owner addressed to the street address of the Unit. The notice shall be recorded within fifteen (15) days following County's decision not to exercise its Option but not later than one hundred twenty (120) days from the Owner's original notice of intent to sell.

v) In the event that County abandons, or fails to exercise, or elects not to exercise the Option within sixty (60) days after it actually receives the Notice to Sell or within an additional sixty (60) day marketing period requested by the owner, or in the event that upon the County's exercise of the Option, County fails to consummate Escrow Closing at the end of sixty (60) days from the date of exercise of the Option, Owner may then sell the Unit for a fair market price determined by an appraisal approved by County. In the event an escrow is opened related to the sale of the Unit at fair market price, Owner shall be entitled to be paid that amount up to but not to exceed the net amount that Owner would have received under the formula in Paragraphs 6 and 7 upon the close of escrow plus any transaction costs related to the sale. County will submit to the Escrow Agent a demand for payment for the balance of surplus, if any, in an amount which equals the appraised value minus the amount that owner would have received under the formula in Paragraphs 6 and 7. Upon close of escrow related to the sale of the Unit at fair market price, title to the Unit shall be taken free and clear of the covenants, restrictions and terms of this Agreement and the Option granted to County. County shall deliver a full release of this Agreement to escrow for recordation. The fair market price purchaser of the Unit and any subsequent transferee may thereafter sell the Unit without regard to this Agreement or the Option granted to County.

(b) **Notice of Default Under Deed of Trust**. Owner covenants to cause to be filed for record in the Office of the Recorder of County, a request for a copy of any notice of default and of any notice of sale under any deed of trust encumbering the Unit. The request shall specify that any such notice shall be mailed to the Housing Coordinator, County of Monterey, Post Office Box 1208, Salinas, California 93902 and to the County Housing Authority of the County of Monterey addressed to 123 Rico St. ,Salinas, CA 93907. County shall have the right but not the obligation to cure any default under any deed of trust encumbering a Unit. In the event Owner encumbers a Unit with a non-purchase money deed of trust or mortgage, an act which is in violation of this Agreement, any notice of sale under the non-purchase money deed of trust or mortgage given pursuant to CIVIL CODE SUBSECTION 2924(f) may, at the election of County, constitute a Notice to Sell pursuant to Paragraph 3(a) and the option to purchase shall take priority over any trustee's sale or foreclosure of a non-purchase money deed of trust. In the event Owner fails to file such request for notice, County's option to purchase shall, at its election, run from the date County obtains actual knowledge of sale or proposed sale. County shall exercise its election as provided in the previous two sentences only after (i) County has reasonably determined that Owner either does not intend to or is not in a financial position to cure the default or defaults under the deed of trust; and (ii) depositing in the United States mail, first class certified, postage prepaid, written notice of its election, addressed to the owner at

the street address of the Unit and to the beneficiary under the deed of trust, if the deed of trust is in default. In the event County elects not to exercise its option upon default, any surplus to which Owner may be entitled shall be paid as follows: that portion of surplus, if any, up to but not to exceed the net amount that Grantee would have received under the formula in Paragraphs 6 and 7 had County exercised its option to purchase the Unit on the date of the foreclosure sale, shall be paid to Owner on the date of the foreclosure sale; the balance of surplus, if any, shall be paid to County. Anything contained in this Agreement to the contrary notwithstanding, the provisions of this Agreement and the Option granted to County, shall be subordinate to any purchase money deed of trust encumbering a Unit, but County shall have the right to cure any default under a deed of trust encumbering a Unit.

(c) **Sale, Transfer or Conveyance of Interest in Unit Without Notice to Sell.** If Owner fails to provide County with a properly delivered Notice to Sell pursuant to Paragraph 3(a) and County learns of (i) a pending sale, transfer or conveyance of the Unit; or (ii) the actual transfer, sale or conveyance of the Unit, County shall have the right to exercise the Option pursuant to the terms of this Agreement AT ANY TIME THEREAFTER AT ITS ELECTION, however, any such option must be exercised by written notice delivered to the property owner no later than 60 days from the date the County learns of such pending or actual sale, conveyance, or transfer. Owner expressly understands and agrees that only a properly delivered Notice to Sell shall result in the period for exercise of the Option being limited to sixty (60) days pursuant to Paragraph 3(a)(i), or an additional sixty (60) days marketing period when requested by Owner.

4. <u>Escrow</u>.

(a) **Opening of Escrow.** If and in the event that County, its Designee or any assignee of County or its Designee exercises the Option, close of escrow for the purchase of the Unit shall be on or before forty-five (45) days following receipt by Owner of the Notice of Acceptance, or such later date as may be mutually agreed upon by Owner and County, County's Designee or assignee. The escrow shall be opened upon delivery to Owner of the Notice of Acceptance or as soon thereafter as possible, or at such later time as may be mutually agreed upon by Owner and County, County's Designee or assignee.

(b) **Payment From Escrow**. At the close of escrow for the sale of the Unit, Owner shall pay through escrow to County or its Designee a resale fee for administration of the resale program in an amount determined by County, which in no event may exceed four percent (4%) of the actual purchase price for the Unit, as computed pursuant to Paragraphs 6 and 7 below, and any prepayment fee charged by the holder of a trust deed encumbering the Unit.

5. Terms of Purchase.

(a) **Cash.** The purchase price shall be paid in cash at the close of escrow, or as otherwise provided by mutual agreement of Owner and County, County's Designee or assignee. Owner acknowledges and agrees that the percentage amount of any deposit required pending close of escrow shall not exceed that customarily required for the purchase of single-family residences in County at the time of the escrow opening. Closing costs shall be allocated between the buyer and seller according to the customary practices in Monterey County. If Inclusionary Owner sells the unit, he or she is required to certify eligibility of potential buyer and obtain certification of physical condition and correction of any deficiencies in property through the County or the County's designee and agree to pay the Monterey County Housing Authority for such services.

(b) **Assumption of Financing.** Owner agrees to cooperate with County, its Designee or assignee in permitting the purchaser of the Unit purchasing pursuant to the Option, to assume any deed of trust encumbering the Unit, if the purchaser so requests and otherwise is eligible to assume. In the event County purchases a Unit pursuant to the Option and if eligible to do so, takes subject to or assumes an existing deed of trust encumbering the Unit, County shall make the payments on the note secured by the deed of trust and waives any defense to payment based upon the doctrine of sovereign immunity.

(c) **Conditions to Close of Escrow**. The escrow instructions may provide for conditions or contingencies of the type and nature commonly included within residential purchase escrows (including, but not limited to, financing contingencies, inspection rights and preliminary title report approvals) to the obligation of the purchaser to purchase the Unit from the then Owner, provided that any such conditions or contingencies (other than the status of title to the Unit at the time of conveyance and other conditions which by their nature cannot be satisfied prior to closing) must be satisfied or waived on or before sixty (60) days following receipt by Owner of the Notice of Acceptance.

6. **Purchase Price**. The purchase price of the Unit (**$167,000.00**) shall, prior to adjustment as provided in Paragraph 7 below, be the lower of:

(a) The purchase price as agreed upon between Owner and County, its Designee or assignee;

(b) The Owner's purchase price of the Unit, regardless of when purchased (hereinafter, "Base Price"), plus an amount, if any, equal to (A) the Base Price multiplied by (B) the percentage increase in the median household income published by the United States Department of Housing & Urban Development ("HUD") for the Monterey County Standard Metropolitan Statistical Area for a family of four (4), from that published for the date nearest the date of purchase of the Unit by Owner over that published nearest the date of receipt by Owner of the Notice of Acceptance. In the event that HUD no longer establishes median income levels at the time of the giving of the Notice to Sell, County may use any other recognized method of computing median income for computing the percentage increase.

In no event, however, shall the purchase price be below the Base Price or below the outstanding balance owing on the note(s) secured by a purchase money deed(s) of trust encumbering the Unit.

7. **Adjustment to Purchase Price**. The purchase price as determined under Paragraph 6 above shall then be adjusted as follows:

(a) If the Unit is sold, the purchase price shall be:

(i) Increased by the actual cost, evidenced by receipts, of any single capital improvement which has a value in excess of one percent (1%) of the Base Price to the Unit made since Owner's acquisition of the Unit which have a useful life of greater than five (5) years subsequent to the conveyance by Owner pursuant to the Option and which were made with all required building and other governmental approvals and with the approval of the relevant homeowners association if such approvals are required (provided, however, the one percent (1%) limitation shall not apply where the expenditure was made pursuant to a mandatory assessment levied by the homeowners association for the development of which the Unit is a part, whether levied for improvements or maintenance to the Unit, the common area or related purposes, or where the expenditure was made for replacement of appliances, fixtures or equipment which was originally acquired as part of the Unit by Owner but in no event shall the purchase price be increased in excess of five percent (5%) of the Base Price); and

(ii) Decreased by the amount necessary to repair any damages and to put the Unit into salable condition as reasonably determined by County, including, but not limited to, cleaning, painting, cleaning or replacing worn carpeting and draperies, and making needed structural, mechanical, electrical, plumbing and fixed appliances repairs. County shall provide Owner with a schedule describing "salable condition" upon purchase of the Unit by Owner and again upon receipt from Owner of the Notice to Sell. In the event Owner disputes the amount determined by County Housing Coordinator to be necessary to repair damage to put the Unit in salable condition, Owner shall have the right to obtain an independent estimate of the amount. County shall reconsider its determination taking into consideration the estimate obtained by Owner. However, the reconsidered determination by County shall be binding upon Owner.

(b) In the event that Owner sells the Unit after a default under a deed of trust, but prior to a trustee's sale or foreclosure sale, Owner shall pay all expenses actually incurred by the beneficiary under the deed of trust incurred due to Owner's default, including, but not limited to, trustee's fees, attorney's fees, costs of sale and debt service on the debt secured by the deed of trust.

8. **Limits on Liability**. Neither County nor its Designee shall become liable to Owner or become obligated in any manner to owner by reason of its assignment of the Option, nor shall County be in any way obligated or liable to owner for any failure of any designee to consummate a purchase of the Unit or to comply with the terms of any agreement or escrow for the sale of the Unit. Only the purchaser executing a purchase agreement or escrow instructions shall be liable to owner pursuant to the terms of any such agreement of escrow.

9. **Indemnification.** Nothing in this Agreement shall be construed by County, by Owner or by any Third Party to create the relationship of principal and agent, or of partnership, joint venture or association with one another. Owner agrees to indemnify, defend, and hold harmless the County, its officers, agents, and employees from any and all claims, demands, liability, costs, and expenses of whatever nature, including but not limited to, court costs, damages and counsel fees accruing or resulting to any and all contractors, subcontractors, material providers, laborers, and any other person, firm, or corporation furnishing or supplying work in connection with 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 Owner in the performance of this Agreement.

10. **Transfers and Conveyances While Option is Operative.** Except as otherwise provided in Paragraph 11 below, until such time as the Option is exercised, waived or expires, the Unit and any interest in title thereto shall not be sold, leased, rented, assigned or otherwise transferred to any person or entity except with the express written consent of County or its Designee, which consent shall be granted only if consistent with County's goal of creating, preserving, maintaining and protecting low and moderate priced housing in Monterey County. Any such sale, lease, assignment or other transfer which has not been consented to by County shall result in County having the RIGHT AT ITS ELECTION TO EXERCISE AT ANY TIME THEREAFTER THE OPTION however, any such option must be exercised by written notice delivered to the property owner no later than 60 days from the date the County learns of such pending or actual sale, conveyance, or transfer PURSUANT TO PARAGRAPH 3(c) ABOVE.

11. **Permitted Transfers**. The Option contained in this Agreement shall not apply to:

(a) a transfer of title of a Unit by gift, devise or inheritance to Owner's spouse, to a surviving joint tenant, to a spouse as a party to a divorce or marital dissolution proceeding or to a spouse in conjunction with marriage; or

(b) a transfer of title of a Unit to a transferee if:

(i) the transferee occupies the Unit,

(ii) the transferee earns no more than One Hundred and Twenty percent (120 %) of the then current County median income as defined by HUD,

(iii) the transferee resides in County prior to the transfer,

(iv) the purchase price paid to Owner by the transferee is not more than the "purchase price" for the Unit as computed pursuant to the provisions of Paragraphs 6 and 7 above, and

(v) County certifies that the facts required by subclauses (i), (ii), (iii) and (iv) are correct and Owner pays to County the costs incurred by County to conduct an investigation to enable County to make the certification; or

(c) a transfer of title of a Unit authorized by resolution of the Board of Supervisors of County as being consistent with the goals and purposes of the provisions of Chapter 18.40 of the MONTEREY COUNTY CODE.

The covenants made by, restrictions imposed upon, and Option granted by this Agreement shall continue to encumber and run with the title to the Unit following a transfer permitted by this Paragraph 11. Owner shall notify County in writing at least fifteen (15) working days before a transfer of the Unit and the transferee must, in writing, assume the obligations and duties and agree to be bound by the restrictions of this Agreement.

12. **Permitted Encumbrances**. This Agreement and the Option granted to County shall not prohibit Owner from encumbering the Unit for the purpose of securing financing for purposes of purchasing the Unit or securing financing to refinance the original purchase price of the Unit, and shall not supersede or in any way reduce the security or affect the validity of any purchase money deed of trust or mortgage. If a Unit is acquired at a foreclosure sale under any purchase money deed of trust or mortgage encumbering the Unit, or by deed in lieu of foreclosure sale, title to the Unit shall be taken free and clear of the covenants, restrictions and terms of this Agreement and the Option granted to County and the purchase money trust deed holder and any subsequent transferee may sell the Unit without regard to this Agreement or the Option granted to County. Owner shall not encumber a Unit with a deed of trust which is not a purchase money deed of trust as defined by California law.

13. **Duration of Option**. The Option and the provisions set forth in this Agreement shall terminate and become void automatically as to the Unit thirty (30) years following the later to occur of (a) any sale of the Unit or any transfer of the Unit permitted pursuant to Paragraph 11(b) or 11(c), or (b) the date of recordation of this Agreement. Except as provided by the terms herein, the provisions set forth in this Agreement shall constitute covenants which shall run with the Unit, shall further and independently constitute an Option encumbering each Unit and shall be binding upon Owner, Owner's heirs, executors, administrators, successors, transferees and assignees, and all parties having or acquiring any right, title or interest in or to any part of a Unit. As long as the Option has not terminated as to a Unit, any attempt to transfer title to any interest in the Unit in violation of this Agreement shall be voidable at the election of County.

14. **Insurance Proceeds**. Notwithstanding the provisions of Paragraph 13, in the event that the Unit is destroyed and insurance proceeds are distributed to Owner instead of being used to rebuild the improvements on the Unit or, in the event of condemnation, if proceeds thereof are distributed to Owner, any surplus of proceeds so distributed remaining after payment of encumbrances of the Unit shall be distributed as follows: that portion of the surplus up to but not exceeding the net amount that Owner would have received under the formula set forth in Paragraphs 6 and 7 above had County exercised the Option on the date of the destruction or condemnation valuation date, shall be distributed to Owner, the balance of such surplus, if any, shall be distributed to County. County shall be named as an additional insured on the fire and casualty insurance policy issued to the Owner insuring loss to the Unit.

15. Acceptance of Terms by Owner. By acceptance of the Deed to which this Agreement is attached, Owner accepts and agrees to be bound by the covenants, restrictions and Option contained in this Agreement, and further acknowledges receipt of and agrees to be bound by the covenants, restrictions and Option contained in this Agreement, and further acknowledges receipt of and agrees to be bound by the provisions of this Agreement.

16. Miscellaneous Provisions.

(a) **Independent and Severable Provisions.** In the event that any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable or invalid, such holding shall not render unenforceable any other provision hereof, each provision hereof being expressly severable and independently enforceable to the fullest extent permitted by law.

(b) **Further Assurances and Recordation**. The undersigned covenant that upon the request of County or its Designee, they will execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and agreements and do such further acts as may be necessary, desirable or proper to carry out more effectively the purpose of this Agreement and other instruments required hereunder, including, but not limited to, (i) immediately executing and acknowledging a Memorandum and Reaffirmation of Grant of Option to Purchase to the County of Monterey; and (ii) upon the sale or other transfer of an interest in the Unit, the undersigned Owner causing the purchaser or transferee to execute and acknowledge an Agreement to Grant Deed in form acceptable to County which shall be attached to the Grant Deed by which the undersigned conveys title to the Unit.

(c) **Captions and Paragraph Headings**. Captions and paragraph headings used herein are for convenience only and shall not be used in construing this Agreement.

(d) **Waiver**. No waiver by County or its Designee of the right to exercise the Option or of any breach by Owner of any covenant, restriction or condition herein contained shall be effective unless such waiver is in writing signed by County or its Designee and delivered to the undersigned. The waiver by County or its Designee of any such breach or breaches, or the failure by County or its Designee to exercise any right to remedy with respect to any such breach or breaches, shall not constitute a waiver or relinquishment for the future of any such covenant or condition or bar any right or remedy of County or its Designee with respect to any such subsequent breach.

(e) **Amendment.** The parties agree that this instrument contains all of the provisions of the Agreement between the parties hereto. No alteration or variation of the terms of this Agreement shall be valid unless made in writing in the form of an amendment and signed by the parties hereto. No oral understanding or Agreement not incorporated herein shall be binding on any of the parties hereto.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as of the date first set forth above.

OWNERS:

By _____
Jim J. Kirby, Sr.

By _____
Dorothy Kirby

COUNTY OF MONTEREY:

By _____
William L. Phillips
Director of Planning and
Building Inspection

Approved as to form:
Douglas C. Holland
County Counsel

By: _____
Deputy County Counsel

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF MONTEREY)

On 12-11-98 before me, the undersigned, Notary Public, personally appeared Jim J. Kirby Sr. & Dorothy Kirby, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Denise Johnson (Seal)

VRS2 DENISE JOHNSON COMM. #1121196 Notary Public-California Monterey County My Comm. Exp. Jan. 16, 2001 VRS2

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF MONTEREY)

On 1/5/99 before me, Kay Barrett, Notary Public, personally appeared William L. Phillips, personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person(s) whose name(s) (is)/are subscribed to the within instrument and acknowledged to me that (he)/she/they executed the same in (his)/her/their authorized capacity(ies), and that by (his)/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Kay Barrett (Seal)

KAY BARRETT Commission # 1134047 Notary Public — California Monterey County My Comm. Expires Apr 15, 2001

PARCEL I:

Lots 48 as shown on the Map of "Tract No. 1283, Las Palmas Ranch Phase II, Unit VI", filed for record September 29, 1997 in Volume 19, Cities and Towns, at Page 47, Monterey County Records.

EXCEPTING THEREFROM any and all water, but without the right of entry or to make any withdrawal of water which will result in damage to any building or structure, as granted in the deed to California Water Service Company, recorded October 31, 1997, Series No. 9764772, Official Records.

PARCEL II:

A non-exclusive easement on, over, under and across the "Master Common Area" as defined in the Master Declaration of Covenants, Conditions and Restrictions for Las Palmas Ranch No. 2, recorded September 26, 1995 in Reel 3279, Page 1412, Official Records of Monterey County, California, as amended and restated by document recorded December 27, 1995, in Reel 3316, Page 1339, Official Records of Monterey County, California ("Master Declaration"), for the purposes described in the Master Declaration and subject to the terms, provisions and reservations of the Master Declaration. This Easement is appurtenant to Parcel I above and shall become effective as to each Lot within the Master Common Area upon the later to occur of (i) the recordation of this Deed or (ii) the conveyance of record of the lot within the Master Common Area to the Master Association.

PARCEL III:

A non-exclusive easement, on, over, under and across the "Common Area" as defined in the Declaration of Covenants, Conditions and Restrictions for Fieldcrest at Las Palmas Ranch, recorded September 26, 1995, in Reel 3279, Page 1447, Official Records of Monterey County, California ("Fieldcrest Declaration"), for the purposes described in the Fieldcrest Declaration and subject to the terms, provisions and reservations of the Fieldcrest Declaration. This Easement is appurtenant to Parcel I above and shall become effective as to each Lot within the Common Area upon the later to occur of (i) the recordation of this Deed or (ii) the conveyance of record of the Lot within the Common Area to the Association.

A.P. NO. 139-392-009

END OF DOCUMENT

Attachment B

This page intentionally left blank.

DocuSign Envelope ID: 7D3FE3C4-FBDF-4F69-A6CE-0D9287EA5564

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

County of Monterey
Housing and Community Development
1441 Schilling Place, South 2nd Floor
Salinas, CA 93901

Attn: Housing

2024016467
Xochitl Marina Camacho
Monterey County Clerk-Recorder
05/10/2024 11:35 AM
Recorded at the request of:
COUNTY OF MONTEREY HOUSING A
Titles: 1 Pages: 33
Fees: $109.00
Taxes: $0.00
AMT PAID: $109.00

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 139-392-009-000
19107 Garden Valley Way, Salinas, CA 93908

MEMORANDUM AND REAFFIRMATION OF INCLUSIONARY HOUSING AGREEMENT

COUNTY OF MONTEREY INCLUSIONARY HOUSING PROGRAM

This Memorandum and Reaffirmation of Inclusionary Housing Agreement (the " Reaffirmation Agreement") is entered into as of this 20th day of March, 2024, by and between the County of Monterey, a political subdivision of the State of California (the "County") and Jeffrey S. Kirby, (the "Owner"), all collectively as the "Parties".

RECITALS

A. Pursuant to the Monterey County Code, Chapter 18.40, a portion of all new housing constructed in Monterey County is required to be affordable to very low, low, and moderate-income households.

B. Pursuant to Monterey County Code Chapter 18.40, the County has developed a program by which certain units ("Inclusionary Housing Units") are established and are intended to be maintained as affordable housing though the execution of Inclusionary Housing Agreements with the purchasers of those Units.

C. On December 18, 1998, Jim J. Kirby, Sr. and Dorothy Kirby, husband and wife, purchased the property known as 19107 Garden Valley Way, Salinas, California (the "Property"). As part of that purchase, Jim J. Kirby, Sr. and Dorothy Kirby, entered into an Inclusionary Housing Agreement (the "County Agreement"). The County Agreement was recorded as Document No. 9903189 on January 14, 1999 and is hereby inserted as Exhibit C.

D. On March 25, 2004, Jim J. Kirby, Sr. and Dorothy Kirby, entered into Amendment No. 1 to Inclusionary Housing Agreement (the "County Amendment No. 1). The amendment was recorded as Document No. 2004027368 on March 25, 2004 and is hereby inserted as Exhibit D.

E. On February 12, 2013, Jim J. Kirby, Sr. and Dorothy Kirby placed the Property in a Trust without the County's written authorization. This action violated the County Agreement in

DocuSign Envelope ID: 7D3FE3C4-FBDF-4F69-A6CE-0D9287EA5564

compliance with Section 3 and Section 10. Their son, Jeffrey S. Kirby, is named as the Trustee of the Trust and beneficiary who will receive 100% distribution of the Property.

F. On May 20, 2020, Dorothy Kirby passed away.

G. On October 21, 2022, Jim J. Kirby, Sr. passed away.

H. On May 4, 2023, Jeffrey S. Kirby, as successor trustee of the Trust granted the inclusionary unit to himself. The Grant Deed was recorded as Document No. 2023017155 on June 7, 2023.

I. Now, Jeffrey S. Kirby wishes to receive the County's approval as the owner of the Property upon the terms and conditions set forth below.

J. The purpose of this Reaffirmation Agreement is to reaffirm and acknowledge the terms of the County Agreement and County Amendment No. 1, by Jeffrey S. Kirby, an ADDITIONAL OWNER with respect to the Property.

NOW, THEREFORE, in consideration of the benefits received by the Owner through the County's Inclusionary Housing Program, and in acknowledgment of the continuing rights of the Owner and County pursuant to the County Agreement and County Amendment No. 1, the Owner and the County agree, as follows:

1. DESCRIPTION OF PROPERTY

This Agreement concerns the real property in the County of Monterey, State of California with the street address set forth on Page 1 of this Reaffirmation Agreement, which is more fully described in Exhibit A attached hereto and incorporated by this reference.

2. EXECUTION OF AGREEMENT AND ACKNOWLEDGMENT BY JEFFREY S. KIRBY

The Parties acknowledge that the County Agreement and County Amendment No. 1 was executed originally by Jim J. Kirby, Sr. and Dorothy Kirby, husband and wife. In executing this Reaffirmation Agreement, Jeffrey S. Kirby hereby agrees to be bound by all the terms and conditions of the County Agreement and County Amendment No. 1 as though he executed the same on December 11, 1998, and June 23, 2003, respectively, and further agrees to execute any additional documents reasonably required by the County to confirm application of the County Agreement and County Amendment No. 1 to Jeffrey S. Kirby.

Owner also reaffirms that all provisions of the County Agreement recorded on January 14, 1999 and County Amendment No. 1 recorded on March 25, 2004, remain valid and shall apply to Owner, and expressly reaffirms the following provisions.

3. REAFFIRMATION OF OWNER OCCUPANCY REQUIREMENT AND RESTRICTIONS ON TRANSFERS AND CONVEYANCES

DocuSign Envelope ID: 7D3FE3C4-FBDF-4F69-A6CE-0D9287EA5564

The Owner reaffirms that he shall occupy the Property as the Owner's principal place of residence. The Owner shall be considered as occupying the Property if Owner is living in the unit for at least 10 months out of each calendar year. On or before February 1st of each calendar year, the Owner shall provide an annual written certification to the County in the form shown in Exhibit B that the Owner is occupying the Property as his principal place of residence, and that Owner is not renting the Property to another party.

The Owner also reaffirms the restrictions on the possible lease, rental or other transfer or conveyance of the Property as set forth in Paragraphs 10 and 11 of the County Agreement.

4. REAFFIRMATION OF COUNTY PURCHASE OPTION

The Owner reaffirms that the County has the option to purchase the Property for the Maximum Restricted Resale Price, upon the terms and conditions set forth in the original County Agreement.

5. REAFFIRMATION OF OBLIGATION TO PAY COUNTY EXCESS SALES PROCEEDS

Owner reaffirms that if Owner makes a Transfer of the Property in violation of the County Agreement, the Owner shall pay the Excess Sale Proceeds to the County, in accordance with the terms and conditions set forth in the County Agreement.

6. REAFFIRMATION OF TERM OF AGREEMENT

Owner reaffirms that the Option and all the provisions of the County Agreement, including the benefits and burdens, shall bind, and the benefit hereof shall inure to, the Owner and to the County and its successors, for thirty years from the date of recordation of the County Agreement, which was recorded on January 14, 1999, provided that any transfer occurring after the date of this Reaffirmation Agreement must comply with the provisions of the Monterey County Code Section 18.40.110 or its equivalent section number. Except as provided by the terms therein, the provisions set forth in the Agreement shall constitute covenants which shall run with the land, shall further and independently constitute an Option encumbering the Property and shall be binding upon Owner, Owner's heirs, executors, administrators, successors, transferees and assignees, and/or all parties having or acquiring any right, title, or interest in or to any part of the Property. As long as the Option has not terminated as to the Property, any attempt to transfer title to any interest in the Property in violation of this Reaffirmation Agreement or the County Agreement shall be voidable at the election of County.

7. REAFFIRMATION OF SUPERIORITY OF AGREEMENT

Owner reaffirms and covenants that he has not, and will not, execute any other agreement with provisions contradictory to or in opposition to the provisions hereof, and that, in any event, this Agreement is controlling as to the rights and obligations between and among the Owner, the County and their respective successors.

DocuSign Envelope ID: 7D3FE3C4-FBDF-4F69-A6CE-0D9287EA5564

8. REAFFIRMATION OF SUBORDINATION OF AGREEMENT TO PURCHASE MONEY LENDER

Owner and County reaffirm that, notwithstanding any provision herein, or in the County Agreement and County Amendment No. 1, neither this Reaffirmation Agreement, the County Agreement, or County Amendment No. 1 shall diminish or affect the rights of the First Lender under the First Lender Deed of Trust, or any subsequent First Lender deeds of trust hereafter recorded against the Property in compliance with Paragraph 12 of the County Agreement.

9. REAFFIRMATION OF NONDISCRIMINATION COVENANTS

Owner reaffirms and covenants by and for himself, and any successors and assigns of Owner that there shall be no discrimination against or segregation of a person or of a group of persons on account of race, color, religion, creed, age, disability, sex, sexual orientation, marital status, ancestry, or national origin in the sale, transfer, use, occupancy, tenure, or enjoyment of the Property, nor shall the Owner or any person claiming under or through the Owner establish or permit any such practice or practices of discrimination or segregation with reference to the use, occupancy, or transfer of the Property.

10. REAFFIRMATION OF MONITORING AND INSPECTION RIGHTS AND OBLIGATIONS

Owner reaffirms the rights of the County to monitor and inspect the Property, pursuant to the County Agreement, and Owner's obligation to cooperate by providing required certifications and other information required by the County, as set forth in the County Agreement.

11. COUNTERPARTS

This Reaffirmation Agreement may be executed in 2 or more counterparts, each of which shall be deemed an original and all of which together shall constitute one single agreement.

12. RECORDATION

Upon execution of this Agreement by all parties, Owner shall record this Agreement with the County of Monterey Recorder's Office. Owner is responsible for all costs to record this Agreement. Owner is also responsible for promptly providing proof of recordation to the County Housing and Community Development Department.

IN WITNESS WHEREOF, the parties have executed this Agreement on or as of the date first written above.

DocuSign Envelope ID: 7D3FE3C4-FBDF-4F69-A6CE-0D9287EA5564

COUNTY:
County of Monterey, a political subdivision
of the State of California

By: _____
Craig W. Spencer
Its: Director of Housing & Community Development

OWNER:

By: _____
Jeffrey S. Kirby

Approved as to Form: DocuSigned by: _____
5C29050B5BAC433...
Reed Gallogly
Deputy County Counsel

DocuSign Envelope ID: 7D3FE3C4-FBDF-4F69-A6CE-0D9287EA5564

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT, TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

ACKNOWLEDGMENT

STATE OF CALIFORNIA) SS.
COUNTY OF MONTEREY)

On 4-8-2024 before me, Melissa Nicole McDougal, a Notary Public, personally appeared Craig W. Spencer who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

MELISSA NICOLE MCDOUGAL
Notary Public - California
Monterey County
Commission # 2438679
My Comm. Expires Feb 18, 2027

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT, TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

ACKNOWLEDGMENT

STATE OF CALIFORNIA) SS.
COUNTY OF MONTEREY)

On MAY 6, 2024 before me, ALISA NICOLE BALESTERI, a Notary Public, personally appeared Jeffrey S. Kirby, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

ALISA NICOLE BALESTERI
COMM # 2347111
MONTEREY County
California Notary Public
Comm Exp Feb. 15, 2025

Inclusionary Reaffirmation
Kirby, Jeffrey S.
19107 Garden Valley Way, Salinas
March 2024

DocuSign Envelope ID: 7D3FE3C4-FBDF-4F69-A6CE-0D9287EA5564

EXHIBIT A
LEGAL DESCRIPTION

Real property in the unincorporated area of the County of Monterey, State of California, described as follows:

Parcel 1:

Lot 48 of Tract No. 1283 Las Palmas Ranch Phase II, Unit VI, in Volume 19 of Cities and Towns at Page 47 file in the Office of the County Recorder of Monterey County, California, on September 29, 1997;

EXCEPTING THEREFROM any and all water, but without the right of entry or to make any withdrawal of water which will result in damage to any building or structure, as granted in the deed to California Water Service Company, recorded on October 31, 1997 as Document No. 9764772, Official Records.

Parcel II:

A non-exclusive easement on, over, under and across the "Master Common Area" as defined in the Master Declaration of Covenants, Conditions and Restrictions for Las Palmas Ranch No. 2 recorded September 26, 1995 in Reel 3279, Page 1412, Official Records of Monterey County, California, as amended and restated by a document recorded December 27, 1995 in Reel 3316, Page 1339, Official Records of Monterey County, California ("Master Declaration"), for the purposes described in the Master Declaration and subject to the terms, provisions and reservations of the Master Declaration. This easement is appurtenant to PARCEL 1 above and shall become effective as to each lot within the Master Common Area upon the later to occur of (i) the recordation of this Deed or (ii) the conveyance of record of the lot within the Common Area to the Association (defined below).

Parcel III:

A non-exclusive easement on, over, under and across the "Common Area" as defined in the Declaration of Covenants, Conditions and Restrictions for Fieldcrest at Las Palmas Ranch recorded September 26, 1995 in Reel 3279, Page 1447, Official Records of Monterey County, California ("Fieldcrest Declaration"), for the purposes described in the Fieldcrest Declaration and subject to the terms, provisions and reservations of the Fieldcrest Declaration. This easement is appurtenant to PARCEL 1 above and shall become effective as to each lot within the Common Area upon the later to occur of (i) the recordation of this Deed or (ii) the conveyance of record of the lot within the Common Area to the Association (defined below).

Parcel IV:

An easement for the benefit of an appurtenant to Parcel 1 above on, over, under and across that portion of Lot 62 of Tract No. 1283 Las Palmas Ranch Phase II, Unit VI in Volume 19 of Cities and Towns at Page 47 filed in the Office of the County Recorder of Monterey County, California, on September 29, 1997 ("Lot 62") shown as described on Exhibit A attached hereto and by this

DocuSign Envelope ID: 7D3FE3C4-FBDF-4F69-A6CE-0D9287EA5564

reference made a part hereof ("Exclusive Use Easement Area"). As reserved in deed recorded August 14, 1998 as Document No. 9854093, Official Records of Monterey County, California. The easement is subject to the terms, easements, covenants and restrictions set forth in the Grant of Private Storm Drain Easements and Supplemental Declaration of Restrictions recorded August 13, 1998 as Document No. 9853753, Official Records of Monterey County, California ("Supplemental Restrictions"). The easement is exclusive except for the right of each owner of a Private Storm Drain Lot (defined in the Supplemental Restrictions) which is up-gradient from Parcel 1 (if any) to drain water through the Private Storm Drain System (defined in the Supplemental Restrictions) locate within the Exclusive Use Easement Area. The owner of Parcel 1 may use the Exclusive Use Easement Area for access, recreation, drainage and landscaping (including irrigation systems) only. The owner of Parcel 1 shall maintain the Exclusive Use Easement Area in a neat, clean and attractive appearance at no expense to the Master Association.
The Master Association retains the right, but not the obligation, at all reasonable times to enter the Exclusive Use Easement Area for purposes of inspecting, maintaining and repairing any structure located on Lot 62, including without limitation that portion of the Private Storm Drain System located within the Exclusive Use Easement Area should the owner of Parcel 1 fail to maintain the same pursuant to the Supplemental Restrictions; provided that such entry does not unreasonable interfere with the use of the easement by the owner of Parcel 1. The right of entry includes the right of reasonable access across the lot conveyed hereby to enter the Exclusive Use Easement Area. The owner of the lot conveyed hereby is obligated to reimburse the Master Association for its costs incurred in performing maintenance of that portion of the Private Storm Drain System located within the Exclusive Use Easement Area.

Parcel V:

One Class A membership in LAS PALMAS RANCH MASTER ASSOCIATION NO. 2, a California Nonprofit Mutual Benefit Corporation ("Master Association").

Parcel VI:

One Class A membership in FIELDCREST AT LAS PALMAS RANCH ASSOCIATION, a California Nonprofit Mutual Benefit Corporation ("Association").

APN: 139-392-009-000

DocuSign Envelope ID: 7D3FE3C4-FBDF-4F69-A6CE-0D9287EA5564

EXHIBIT B
ANNUAL MONITORING CERTIFICATION FORM

Date

«Owner_First_Name» «Owner»
«Mailing_Address»
«Mailing_City», «Mailing_State» «Mailing_Zip_Code»

Dear «Owner_First_Name»,

Our records indicate that you executed «Monitoring_Authority» and are required to be an owner occupant of the home. In order to remain in compliance with conditions under which you purchased your home or you received a loan, you must document to the County that you are a permanent occupant of the home.

To document your compliance with your obligations as a borrower or beneficiary of a County Housing Program, the following documents must be submitted to the County:

1. Fully **completed** and **signed** Owner-Occupant **CERTIFICATION** section (located on the back of this page);
2. **A copy of your current gas/electric or phone bill** which cites your name and the address of your home;
3. **A copy of your current Property Insurance declaration page with current policy dates**. If the County has extended a loan to you, your insurance policy must list the County as "second mortgagee". Please do not send a copy of your bill.

Please provide all requested information to our office no later than _____. If you do not supply the requested information, the County will not process any requests for refinancing or provide resale pricing until the information is supplied. In addition, the County may take other actions to secure the information, including, but not limited to, conducting a site visit. If you have any questions regarding this letter, please call our office at 755-5390.

WARNING: THIS OWNER OCCUPANCY REQUIREMENT INCLUDES PROHIBITIONS AGAINST RENTAL OF YOUR INCLUSIONARY UNIT. YOU SHALL OCCUPY YOUR INCLUSIONARY UNIT AS YOUR PRIMARY RESIDENCE. YOU MAY NOT LEASE THE UNIT WITHOUT THE COUNTY'S PRIOR WRITTEN APPROVAL AND SUCH APPROVAL SHALL ONLY BE GRANTED FOR LIMITED CIRCUMSTANCES AND FOR RESTRICTED TIME PERIODS. VIOLATIONS OF THESE PROVISIONS MAY RESULT IN BREACH OF CONTRACT AND THE LOSS OF YOUR HOME.
FOR ADDITIONAL INFORMATION REGARDING THE RESTRICTIONS ON YOUR INCLUSIONARY UNIT, PLEASE REVIEW THE ADMINISTRATIVE MANUAL LOCATED ON THE COUNTY'S WEBSITE AT:
https://www.co.monterey.ca.us/government/departments-a-h/housing-community-development/housing

The ***Occupancy Requirements*** section begins on page 24, and the ***Monitoring and Compliance Procedures*** for the owner-occupied units begin on page 32 of the **Administrative Manual**.

If you are no longer the owner and/or are no longer residing in this home, please contact this office immediately.

DocuSign Envelope ID: 7D3FE3C4-FBDF-4F69-A6CE-0D9287EA5564

CERTIFICATION for «Property_Address», «Mailing_City», «Mailing_State» «Mailing_Zip_Code»

I/We hereby certify that I/we am/are the owner(s) of the property/unit referenced above and am/are residing in that unit on a permanent basis.

Signature	Print Name	Date
Signature	Print Name	Date

The unit has _____ bedrooms.

Daytime telephone: _____

Evening telephone: _____

MAKE SURE YOU HAVE ENCLOSED THE FOLLOWING DOCUMENTS:

- ☐ Fully **completed** and **signed** Owner-Occupant **CERTIFICATION;**
- ☐ **A copy of your current gas/electric or phone bill** which cites your name and the address of your home; and
- ☐ **A copy of your current Property Insurance declaration page with current policy dates**. If the County has extended a loan to you, your insurance policy must list the County as "second mortgagee". PLEASE DO NOT SEND A COPY OF YOUR BILL.

MAIL ALL TOGETHER TO:
Housing and Community Development, County of Monterey
1441 Schilling Place, South 2nd Floor, Salinas, CA 93901

DO NOT SEND INCOMPLETE MONITORING PACKAGES. WE ARE NO LONGER ACCEPTING FAXES.

DocuSign Envelope ID: 7D3FE3C4-FBDF-4F69-A6CE-0D9287EA5564

EXHIBIT C
INCLUSIONARY HOUSING AGREEMENT (COUNTY AGREEMENT)

THIS PAGE IS INTENTIONALLY LEFT BLANK

DocuSign Envelope ID: 7D3FE3C4-FBDF-4F69-A6CE-0D9287EA5564

Joseph R. Pl... Monterey Coun... Recorder
Recorded at the request of
Chicago Title
1/14/1999
8:00:00

DOCUMENT: 9903189
Titles: 1 / Pages: 15
Fees.... 50.00
Taxes...
Other...
AMT PAID 50.00

1712363CW

Recording Requested By
and Chicago Title
When Recorded Return To:
County of Monterey
Department of Planning and Building Inspectio
240 Church Street, Salinas CA 93901
Attn. Frank Brunings, Housing Coordinator

As applied only to Lot No. 48, Tract No. 1283, this agreement shall supersede the Agreement between Las Palmas Ranch Company, Inc. and the County of Monterey, recorded November 1st, 1995, Volume 3296 at Page 1466 of the Official Records at the Office of the Recorder, Monterey County as well as its related exhibits that may have updated the original agreement, but were recorded later.

INCLUSIONARY HOUSING AGREEMENT

(Resale Restrictions on Inclusionary Housing Unit and Option to Purchase Real Property)

THIS INCLUSIONARY HOUSING AGREEMENT is entered into at Monterey County, California, as of December 11th, 1998, between **JIM J. KIRBY, SR. AND DOROTHY KIRBY, HUSBAND AND WIFE** ("Owner"), and the COUNTY OF MONTEREY, a political subdivision of the State of California ("County"),

RECITALS:

A. Owner is the owner of the real property located in the County of Monterey, California, at **19107 GARDEN VALLEY WAY, SALINAS, CA 93908, (APN 139-392-009-000)**, within the Final Maps (as defined in the California Subdivision Map Act) for Tract No. 1283 which has been filed of record with the Office of the County Recorder of Monterey County, California known as **LAS PALMAS RANCH SUBDIVSION PHASE II** ("Development") as described in Exhibit "A" attached to this Agreement.

B. The development of the **LAS PALMAS RANCH SUBDIVISION PHASE II** has resulted in the construction and sale to the public of single-family dwellings.

C. County has designated the following lot within Development to be "Inclusionary Units" as defined in Subsection 18.40.030M of the COUNTY CODE:

Lot No.	Tract No.
48	1283

Each of the Lots which are Inclusionary Units are hereinafter referred to as a "Unit".

DocuSign Envelope ID: 7D3FE3C4-FBDF-4F69-A6CE-0D9287EA5564

D. In full satisfaction of the requirements of COUNTY CODE Chapter 18.40 with respect to Tract 1283, Owner has agreed to sell the Units at a price effectively restricted by County to make the Units "affordable" in accordance with the provisions of Chapter 18.40 of the COUNTY CODE.

E. In return for and in consideration of the opportunity for Owner to sell the Unit and purchasers to purchase the Unit at "affordable prices" and in consideration of and for other good and valuable consideration, Owner, on behalf of himself and with the express intent to bind all those defined as "Owner" in Paragraph 2(e) below, hereby grant to County the option to purchase the Units ("Option") on the following terms and conditions.

1. **Good Faith Effort To Sell The Units.** Owner shall make a good faith effort to sell the Units to purchasers who meet the eligibility requirements of Chapter 18.40 of the Monterey County Code. Good faith effort shall constitute the following:

   (a) Sell the units to persons having an annual income no greater than 120% of the median income for Monterey County as defined by the U.S. Department of Housing and Urban Development (H.U.D.) as adjusted for family size.

   (b) Inform the Housing Authority and the Department of Planning and Building Inspection of intent to sell inclusionary units by mailing a "Notice of Intent to Sell Inclusionary Units."

   (c) To perform any preliminary verification of households selected to purchase inclusionary units from owner. Preliminary verification includes review of prequalification statement from a lender and income tax statements to determine the household's income eligibility with county median income guidelines.

   (d) To pay the Housing Authority for the services rendered in verifying and certifying eligible households. The fee for such services shall not exceed $300 for each household submitted for verification.

   (e) To deliver a copy of this Agreement to any household certified as an eligible household by the Housing Authority.

   (f) Request, if necessary, a sixty (60) day extension of the marketing period and a sixty (60) day extension of the escrow period pursuant to Paragraph E.3.(a)(ii) of this Agreement.

DocuSign Envelope ID: 7D3FE3C4-FBDF-4F69-A6CE-0D9287EA5564

(g) Notwithstanding the foregoing, if Owner requests a Hardship Waiver in writing from the obligation to seek to sell the Property as described hereinabove, and the County grants said Hardship Waiver, the sixty (60) day period set forth in 3. (a.) (i.) below shall commence upon the County's receipt of the Owner's request for Hardship Waiver. A Hardship Waiver shall include job loss, death in Borrower's immediate family, divorce or other event or circumstance which the County reasonably believes warrants a Hardship Waiver.

2. **Exercise and Administration of Option.**

(a) County may administer and/or exercise the Option itself.

(b) County may from time to time designate another entity, person or organization to administer and/or exercise the Option ("Designee").

(c) County or its Designee may assign the Option to an individual private buyer who meets the eligibility requirements of, and is approved by, County.

(d) After the exercise of the Option by County, its Designee or any assignee of County or its Designee in the manner prescribed in this Agreement, County or its Designee may assign or reassign the right to purchase the Unit to any substitute individual private buyer who meets the eligibility requirements of, and is approved by County; provided, however, that any such subsequent assignment shall not extend any time limits contained in this Agreement.

(e) The Option contained in this Agreement shall not apply to the first purchaser owner nor to any subsequent sale to a purchaser owner who meets the eligibility requirements for a low or moderate income buyer under Chapter 18.40 of the Monterey County Code or to the transfer of a Unit by the Owner if the transfer is a permitted transfer described in Paragraph 11 of this Agreement or to the sale of a unit which is subject to a permitted encumbrance as described in Paragraph 12 of this Agreement, pursuant to a foreclosure sale or deed in lieu, or any subsequent transfer of title to the unit following such foreclosure or deed in lieu transfer.

DocuSign Envelope ID: 7D3FE3C4-FBDF-4F69-A6CE-0D9287EA5564

3. **Method of Exercising Option.**

(a) Notice to Sell and Notice of Acceptance.

i) Except for permitted transfers of a Unit as set forth in Paragraph 11 below and sale of a unit which is subject to a permitted encumbrance as described in Paragraph 12 of this Agreement, pursuant to a foreclosure sale or deed in lieu, or any subsequent transfer of title to the unit following such foreclosure or deed in lieu transfer, if Owner wishes to sell or otherwise dispose of a Unit, Owner shall notify County in writing ("Notice to Sell"). The Notice to Sell shall state the street address of the Unit and Owner's full name(s), and shall be personally delivered or deposited in the United States mail, postage prepaid, first class, certified return receipt requested, addressed to Housing Coordinator, County of Monterey, Post Office Box 1208, Salinas, California 93902 and to the County Housing Authority of the County of Monterey addressed to:123 Rico Street, Salinas, CA 93907. County, its Designee or any assignee of County or its Designee shall then have the right to exercise the Option by delivery of written notice ("Notice of Acceptance") by personal delivery or upon deposit into the United States mail, postage prepaid, first class certified mail, to Owner at the address of the Unit at any time within sixty (60) days following the actual receipt by County of the Notice to Sell.

ii) Should Owner fail to sell the unit within sixty (60) days, or complete a transfer of title to purchasers who meet the eligibility requirements of the Inclusionary Housing Ordinance during the following sixty (60) day escrow period, Owner may request from County one additional sixty (60) day marketing period and sixty (60) day escrow period before County exercises its Option.

iii) County shall have sixty (60) days from the date it receives notice of the owner's failure to close escrow to exercise its option to purchase the Property at the Option Price. Upon such exercise, the County shall have sixty (60) days from the date of exercise of its option to consummate the Escrow Closing.

iv) In the event that County abandons, or fails to exercise, or elects not to exercise the Option within sixty (60) days after it actually receives the Notice to Sell or within an additional sixty (60) day marketing period requested by the owner, County shall cause to be recorded in the Office of the Recorder of County, a notice of intent not to exercise the option with respect to the Unit, and shall deliver a copy of the notice to Owner addressed to the street address of the Unit. The notice shall be recorded within fifteen (15) days following County's decision not to exercise its Option but not later than one hundred twenty (120) days from the Owner's original notice of intent to sell.

DocuSign Envelope ID: 7D3FE3C4-FBDF-4F69-A6CE-0D9287EA5564

v) In the event that County abandons, or fails to exercise, or elects not to exercise the Option within sixty (60) days after it actually receives the Notice to Sell or within an additional sixty (60) day marketing period requested by the owner, or in the event that upon the County's exercise of the Option, County fails to consummate Escrow Closing at the end of sixty (60) days from the date of exercise of the Option, Owner may then sell the Unit for a fair market price determined by an appraisal approved by County. In the event an escrow is opened related to the sale of the Unit at fair market price, Owner shall be entitled to be paid that amount up to but not to exceed the net amount that Owner would have received under the formula in Paragraphs 6 and 7 upon the close of escrow plus any transaction costs related to the sale. County will submit to the Escrow Agent a demand for payment for the balance of surplus, if any, in an amount which equals the appraised value minus the amount that owner would have received under the formula in Paragraphs 6 and 7. Upon close of escrow related to the sale of the Unit at fair market price, title to the Unit shall be taken free and clear of the covenants, restrictions and terms of this Agreement and the Option granted to County. County shall deliver a full release of this Agreement to escrow for recordation. The fair market price purchaser of the Unit and any subsequent transferee may thereafter sell the Unit without regard to this Agreement or the Option granted to County.

(b) **Notice of Default Under Deed of Trust**. Owner covenants to cause to be filed for record in the Office of the Recorder of County, a request for a copy of any notice of default and of any notice of sale under any deed of trust encumbering the Unit. The request shall specify that any such notice shall be mailed to the Housing Coordinator, County of Monterey, Post Office Box 1208, Salinas, California 93902 and to the County Housing Authority of the County of Monterey addressed to 123 Rico St. ,Salinas, CA 93907. County shall have the right but not the obligation to cure any default under any deed of trust encumbering a Unit. In the event Owner encumbers a Unit with a non-purchase money deed of trust or mortgage, an act which is in violation of this Agreement, any notice of sale under the non-purchase money deed of trust or mortgage given pursuant to CIVIL CODE SUBSECTION 2924(f) may, at the election of County, constitute a Notice to Sell pursuant to Paragraph 3(a) and the option to purchase shall take priority over any trustee's sale or foreclosure of a non-purchase money deed of trust. In the event Owner fails to file such request for notice, County's option to purchase shall, at its election, run from the date County obtains actual knowledge of sale or proposed sale. County shall exercise its election as provided in the previous two sentences only after (i) County has reasonably determined that Owner either does not intend to or is not in a financial position to cure the default or defaults under the deed of trust; and (ii) depositing in the United States mail, first class certified, postage prepaid, written notice of its election, addressed to the owner at

DocuSign Envelope ID: 7D3FE3C4-FBDF-4F69-A6CE-0D9287EA5564

the street address of the Unit and to the beneficiary under the deed of trust, if the deed of trust is in default. In the event County elects not to exercise its option upon default, any surplus to which Owner may be entitled shall be paid as follows: that portion of surplus, if any, up to but not to exceed the net amount that Grantee would have received under the formula in Paragraphs 6 and 7 had County exercised its option to purchase the Unit on the date of the foreclosure sale, shall be paid to Owner on the date of the foreclosure sale; the balance of surplus, if any, shall be paid to County. Anything contained in this Agreement to the contrary notwithstanding, the provisions of this Agreement and the Option granted to County, shall be subordinate to any purchase money deed of trust encumbering a Unit, but County shall have the right to cure any default under a deed of trust encumbering a Unit.

(c) **Sale, Transfer or Conveyance of Interest in Unit Without Notice to Sell.** If Owner fails to provide County with a properly delivered Notice to Sell pursuant to Paragraph 3(a) and County learns of (i) a pending sale, transfer or conveyance of the Unit; or (ii) the actual transfer, sale or conveyance of the Unit, County shall have the right to exercise the Option pursuant to the terms of this Agreement AT ANY TIME THEREAFTER AT ITS ELECTION, however, any such option must be exercised by written notice delivered to the property owner no later than 60 days from the date the County learns of such pending or actual sale, conveyance, or transfer. Owner expressly understands and agrees that only a properly delivered Notice to Sell shall result in the period for exercise of the Option being limited to sixty (60) days pursuant to Paragraph 3(a)(i), or an additional sixty (60) days marketing period when requested by Owner.

4. Escrow.

(a) **Opening of Escrow.** If and in the event that County, its Designee or any assignee of County or its Designee exercises the Option, close of escrow for the purchase of the Unit shall be on or before forty-five (45) days following receipt by Owner of the Notice of Acceptance, or such later date as may be mutually agreed upon by Owner and County, County's Designee or assignee. The escrow shall be opened upon delivery to Owner of the Notice of Acceptance or as soon thereafter as possible, or at such later time as may be mutually agreed upon by Owner and County, County's Designee or assignee.

DocuSign Envelope ID: 7D3FE3C4-FBDF-4F69-A6CE-0D9287EA5564

(b) **Payment From Escrow**. At the close of escrow for the sale of the Unit, Owner shall pay through escrow to County or its Designee a resale fee for administration of the resale program in an amount determined by County, which in no event may exceed four percent (4%) of the actual purchase price for the Unit, as computed pursuant to Paragraphs 6 and 7 below, and any prepayment fee charged by the holder of a trust deed encumbering the Unit.

5. **Terms of Purchase**.

(a) **Cash.** The purchase price shall be paid in cash at the close of escrow, or as otherwise provided by mutual agreement of Owner and County, County's Designee or assignee. Owner acknowledges and agrees that the percentage amount of any deposit required pending close of escrow shall not exceed that customarily required for the purchase of single-family residences in County at the time of the escrow opening. Closing costs shall be allocated between the buyer and seller according to the customary practices in Monterey County. If Inclusionary Owner sells the unit, he or she is required to certify eligibility of potential buyer and obtain certification of physical condition and correction of any deficiencies in property through the County or the County's designee and agree to pay the Monterey County Housing Authority for such services.

(b) **Assumption of Financing.** Owner agrees to cooperate with County, its Designee or assignee in permitting the purchaser of the Unit purchasing pursuant to the Option, to assume any deed of trust encumbering the Unit, if the purchaser so requests and otherwise is eligible to assume. In the event County purchases a Unit pursuant to the Option and if eligible to do so, takes subject to or assumes an existing deed of trust encumbering the Unit, County shall make the payments on the note secured by the deed of trust and waives any defense to payment based upon the doctrine of sovereign immunity.

(c) **Conditions to Close of Escrow**. The escrow instructions may provide for conditions or contingencies of the type and nature commonly included within residential purchase escrows (including, but not limited to, financing contingencies, inspection rights and preliminary title report approvals) to the obligation of the purchaser to purchase the Unit from the then Owner, provided that any such conditions or contingencies (other than the status of title to the Unit at the time of conveyance and other conditions which by their nature cannot be satisfied prior to closing) must be satisfied or waived on or before sixty (60) days following receipt by Owner of the Notice of Acceptance.

DocuSign Envelope ID: 7D3FE3C4-FBDF-4F69-A6CE-0D9287EA5564

6. **Purchase Price**. The purchase price of the Unit (**$167,000.00**) shall, prior to adjustment as provided in Paragraph 7 below, be the lower of:

(a) The purchase price as agreed upon between Owner and County, its Designee or assignee;

(b) The Owner's purchase price of the Unit, regardless of when purchased (hereinafter, "Base Price"), plus an amount, if any, equal to (A) the Base Price multiplied by (B) the percentage increase in the median household income published by the United States Department of Housing & Urban Development ("HUD") for the Monterey County Standard Metropolitan Statistical Area for a family of four (4), from that published for the date nearest the date of purchase of the Unit by Owner over that published nearest the date of receipt by Owner of the Notice of Acceptance. In the event that HUD no longer establishes median income levels at the time of the giving of the Notice to Sell, County may use any other recognized method of computing median income for computing the percentage increase.

In no event, however, shall the purchase price be below the Base Price or below the outstanding balance owing on the note(s) secured by a purchase money deed(s) of trust encumbering the Unit.

7. **Adjustment to Purchase Price**. The purchase price as determined under Paragraph 6 above shall then be adjusted as follows:

(a) If the Unit is sold, the purchase price shall be:

(i) Increased by the actual cost, evidenced by receipts, of any single capital improvement which has a value in excess of one percent (1%) of the Base Price to the Unit made since Owner's acquisition of the Unit which have a useful life of greater than five (5) years subsequent to the conveyance by Owner pursuant to the Option and which were made with all required building and other governmental approvals and with the approval of the relevant homeowners association if such approvals are required (provided, however, the one percent (1%) limitation shall not apply where the expenditure was made pursuant to a mandatory assessment levied by the homeowners association for the development of which the Unit is a part, whether levied for improvements or maintenance to the Unit, the common area or related purposes, or where the expenditure was made for replacement of appliances, fixtures or equipment which was originally acquired as part of the Unit by Owner but in no event shall the purchase price be increased in excess of five percent (5%) of the Base Price); and

DocuSign Envelope ID: 7D3FE3C4-FBDF-4F69-A6CE-0D9287EA5564

(ii) Decreased by the amount necessary to repair any damages and to put the Unit into salable condition as reasonably determined by County, including, but not limited to, cleaning, painting, cleaning or replacing worn carpeting and draperies, and making needed structural, mechanical, electrical, plumbing and fixed appliances repairs. County shall provide Owner with a schedule describing "salable condition" upon purchase of the Unit by Owner and again upon receipt from Owner of the Notice to Sell. In the event Owner disputes the amount determined by County Housing Coordinator to be necessary to repair damage to put the Unit in salable condition, Owner shall have the right to obtain an independent estimate of the amount. County shall reconsider its determination taking into consideration the estimate obtained by Owner. However, the reconsidered determination by County shall be binding upon Owner.

(b) In the event that Owner sells the Unit after a default under a deed of trust, but prior to a trustee's sale or foreclosure sale, Owner shall pay all expenses actually incurred by the beneficiary under the deed of trust incurred due to Owner's default, including, but not limited to, trustee's fees, attorney's fees, costs of sale and debt service on the debt secured by the deed of trust.

8. **Limits on Liability**. Neither County nor its Designee shall become liable to Owner or become obligated in any manner to owner by reason of its assignment of the Option, nor shall County be in any way obligated or liable to owner for any failure of any designee to consummate a purchase of the Unit or to comply with the terms of any agreement or escrow for the sale of the Unit. Only the purchaser executing a purchase agreement or escrow instructions shall be liable to owner pursuant to the terms of any such agreement of escrow.

9. **Indemnification.** Nothing in this Agreement shall be construed by County, by Owner or by any Third Party to create the relationship of principal and agent, or of partnership, joint venture or association with one another. Owner agrees to indemnify, defend, and hold harmless the County, its officers, agents, and employees from any and all claims, demands, liability, costs, and expenses of whatever nature, including but not limited to, court costs, damages and counsel fees accruing or resulting to any and all contractors, subcontractors, material providers, laborers, and any other person, firm, or corporation furnishing or supplying work in connection with 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 Owner in the performance of this Agreement.

DocuSign Envelope ID: 7D3FE3C4-FBDF-4F69-A6CE-0D9287EA5564

10. **Transfers and Conveyances While Option is Operative.** Except as otherwise provided in Paragraph 11 below, until such time as the Option is exercised, waived or expires, the Unit and any interest in title thereto shall not be sold, leased, rented, assigned or otherwise transferred to any person or entity except with the express written consent of County or its Designee, which consent shall be granted only if consistent with County's goal of creating, preserving, maintaining and protecting low and moderate priced housing in Monterey County. Any such sale, lease, assignment or other transfer which has not been consented to by County shall result in County having the RIGHT AT ITS ELECTION TO EXERCISE AT ANY TIME THEREAFTER THE OPTION however, any such option must be exercised by written notice delivered to the property owner no later than 60 days from the date the County learns of such pending or actual sale, conveyance, or transfer PURSUANT TO PARAGRAPH 3(c) ABOVE.

11. **Permitted Transfers**. The Option contained in this Agreement shall not apply to:

(a) a transfer of title of a Unit by gift, devise or inheritance to Owner's spouse, to a surviving joint tenant, to a spouse as a party to a divorce or marital dissolution proceeding or to a spouse in conjunction with marriage; or

(b) a transfer of title of a Unit to a transferee if:

(i) the transferee occupies the Unit,

(ii) the transferee earns no more than One Hundred and Twenty percent (120 %) of the then current County median income as defined by HUD,

(iii) the transferee resides in County prior to the transfer,

(iv) the purchase price paid to Owner by the transferee is not more than the "purchase price" for the Unit as computed pursuant to the provisions of Paragraphs 6 and 7 above, and

(v) County certifies that the facts required by subclauses (i), (ii), (iii) and (iv) are correct and Owner pays to County the costs incurred by County to conduct an investigation to enable County to make the certification; or

(c) a transfer of title of a Unit authorized by resolution of the Board of Supervisors of County as being consistent with the goals and purposes of the provisions of Chapter 18.40 of the MONTEREY COUNTY CODE.

DocuSign Envelope ID: 7D3FE3C4-FBDF-4F69-A6CE-0D9287EA5564

The covenants made by, restrictions imposed upon, and Option granted by this Agreement shall continue to encumber and run with the title to the Unit following a transfer permitted by this Paragraph 11. Owner shall notify County in writing at least fifteen (15) working days before a transfer of the Unit and the transferee must, in writing, assume the obligations and duties and agree to be bound by the restrictions of this Agreement.

12. **Permitted Encumbrances**. This Agreement and the Option granted to County shall not prohibit Owner from encumbering the Unit for the purpose of securing financing for purposes of purchasing the Unit or securing financing to refinance the original purchase price of the Unit, and shall not supersede or in any way reduce the security or affect the validity of any purchase money deed of trust or mortgage. If a Unit is acquired at a foreclosure sale under any purchase money deed of trust or mortgage encumbering the Unit, or by deed in lieu of foreclosure sale, title to the Unit shall be taken free and clear of the covenants, restrictions and terms of this Agreement and the Option granted to County and the purchase money trust deed holder and any subsequent transferee may sell the Unit without regard to this Agreement or the Option granted to County. Owner shall not encumber a Unit with a deed of trust which is not a purchase money deed of trust as defined by California law.

13. **Duration of Option**. The Option and the provisions set forth in this Agreement shall terminate and become void automatically as to the Unit thirty (30) years following the later to occur of (a) any sale of the Unit or any transfer of the Unit permitted pursuant to Paragraph 11(b) or 11(c), or (b) the date of recordation of this Agreement. Except as provided by the terms herein, the provisions set forth in this Agreement shall constitute covenants which shall run with the Unit, shall further and independently constitute an Option encumbering each Unit and shall be binding upon Owner, Owner's heirs, executors, administrators, successors, transferees and assignees, and all parties having or acquiring any right, title or interest in or to any part of a Unit. As long as the Option has not terminated as to a Unit, any attempt to transfer title to any interest in the Unit in violation of this Agreement shall be voidable at the election of County.

14. **Insurance Proceeds**. Notwithstanding the provisions of Paragraph 13, in the event that the Unit is destroyed and insurance proceeds are distributed to Owner instead of being used to rebuild the improvements on the Unit or, in the event of condemnation, if proceeds thereof are distributed to Owner, any surplus of proceeds so distributed remaining after payment of encumbrances of the Unit shall be distributed as follows: that portion of the surplus up to but not exceeding the net amount that Owner would have received under the formula set forth in Paragraphs 6 and 7 above had County exercised the Option on the date of the destruction or condemnation valuation date, shall be distributed to Owner, the balance of such surplus, if any, shall be distributed to County. County shall be named as an additional insured on the fire and casualty insurance policy issued to the Owner insuring loss to the Unit.

DocuSign Envelope ID: 7D3FE3C4-FBDF-4F69-A6CE-0D9287EA5564

15. **Acceptance of Terms by Owner**. By acceptance of the Deed to which this Agreement is attached, Owner accepts and agrees to be bound by the covenants, restrictions and Option contained in this Agreement, and further acknowledges receipt of and agrees to be bound by the covenants, restrictions and Option contained in this Agreement, and further acknowledges receipt of and agrees to be bound by the provisions of this Agreement.

16. **Miscellaneous Provisions**.

(a) **Independent and Severable Provisions.** In the event that any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable or invalid, such holding shall not render unenforceable any other provision hereof, each provision hereof being expressly severable and independently enforceable to the fullest extent permitted by law.

(b) **Further Assurances and Recordation**. The undersigned covenant that upon the request of County or its Designee, they will execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and agreements and do such further acts as may be necessary, desirable or proper to carry out more effectively the purpose of this Agreement and other instruments required hereunder, including, but not limited to, (i) immediately executing and acknowledging a Memorandum and Reaffirmation of Grant of Option to Purchase to the County of Monterey; and (ii) upon the sale or other transfer of an interest in the Unit, the undersigned Owner causing the purchaser or transferee to execute and acknowledge an Agreement to Grant Deed in form acceptable to County which shall be attached to the Grant Deed by which the undersigned conveys title to the Unit.

(c) **Captions and Paragraph Headings**. Captions and paragraph headings used herein are for convenience only and shall not be used in construing this Agreement.

(d) **Waiver**. No waiver by County or its Designee of the right to exercise the Option or of any breach by Owner of any covenant, restriction or condition herein contained shall be effective unless such waiver is in writing signed by County or its Designee and delivered to the undersigned. The waiver by County or its Designee of any such breach or breaches, or the failure by County or its Designee to exercise any right to remedy with respect to any such breach or breaches, shall not constitute a waiver or relinquishment for the future of any such covenant or condition or bar any right or remedy of County or its Designee with respect to any such subsequent breach.

DocuSign Envelope ID: 7D3FE3C4-FBDF-4F69-A6CE-0D9287EA5564

(e) **Amendment.** The parties agree that this instrument contains all of the provisions of the Agreement between the parties hereto. No alteration or variation of the terms of this Agreement shall be valid unless made in writing in the form of an amendment and signed by the parties hereto. No oral understanding or Agreement not incorporated herein shall be binding on any of the parties hereto.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as of the date first set forth above.

OWNERS:

By _____
Jim J. Kirby, Sr.

By _____
Dorothy Kirby

COUNTY OF MONTEREY:

By _____
William L. Phillips
Director of Planning and
Building Inspection

Approved as to form:
Douglas C. Holland
County Counsel

By: _____
Deputy County Counsel

DocuSign Envelope ID: 7D3FE3C4-FBDF-4F69-A6CE-0D9287EA5564

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF MONTEREY)

On 12-11-98 before me, the undersigned, Notary Public, personally appeared Jim J. Kirby Sr. & Dorothy Kirby, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Denise Johnson (Seal)

VRS2 DENISE JOHNSON COMM. #1121196 Notary Public-California Monterey County My Comm. Exp. Jan. 16, 2001 VRS2

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF MONTEREY)

On 1/5/99 before me, Kay Barrett, Notary Public, personally appeared William L. Phillips, personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person(s) whose name(s) (is)/are subscribed to the within instrument and acknowledged to me that (he)/she/they executed the same in (his)/her/their authorized capacity(ies), and that by (his)/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Kay Barrett (Seal)

KAY BARRETT Commission # 1134047 Notary Public — California Monterey County My Comm. Expires Apr 15, 2001

DocuSign Envelope ID: 7D3FE3C4-FBDF-4F69-A6CE-0D9287EA5564

PARCEL I:

Lots 48 as shown on the Map of "Tract No. 1283, Las Palmas Ranch Phase II, Unit VI", filed for record September 29, 1997 in Volume 19, Cities and Towns, at Page 47, Monterey County Records.

EXCEPTING THEREFROM any and all water, but without the right of entry or to make any withdrawal of water which will result in damage to any building or structure, as granted in the deed to California Water Service Company, recorded October 31, 1997, Series No. 9764772, Official Records.

PARCEL II:

A non-exclusive easement on, over, under and across the "Master Common Area" as defined in the Master Declaration of Covenants, Conditions and Restrictions for Las Palmas Ranch No. 2, recorded September 26, 1995 in Reel 3279, Page 1412, Official Records of Monterey County, California, as amended and restated by document recorded December 27, 1995, in Reel 3316, Page 1339, Official Records of Monterey County, California ("Master Declaration"), for the purposes described in the Master Declaration and subject to the terms, provisions and reservations of the Master Declaration. This Easement is appurtenant to Parcel I above and shall become effective as to each Lot within the Master Common Area upon the later to occur of (i) the recordation of this Deed or (ii) the conveyance of record of the lot within the Master Common Area to the Master Association.

PARCEL III:

A non-exclusive easement, on, over, under and across the "Common Area" as defined in the Declaration of Covenants, Conditions and Restrictions for Fieldcrest at Las Palmas Ranch, recorded September 26, 1995, in Reel 3279, Page 1447, Official Records of Monterey County, California ("Fieldcrest Declaration"), for the purposes described in the Fieldcrest Declaration and subject to the terms, provisions and reservations of the Fieldcrest Declaration. This Easement is appurtenant to Parcel I above and shall become effective as to each Lot within the Common Area upon the later to occur of (i) the recordation of this Deed or (ii) the conveyance of record of the Lot within the Common Area to the Association.

A.P. NO. 139-392-009

END OF DOCUMENT

DocuSign Envelope ID: 7D3FE3C4-FBDF-4F69-A6CE-0D9287EA5564

EXHIBIT D
AMENDMENT NO. 1 TO INCLUSIONARY HOUSING AGREEMENT (COUNTY AMENDMENT NO. 1)

THIS PAGE IS INTENTIONALLY LEFT BLANK

DocuSign Envelope ID: 7D3FE3C4-FBDF-4F69-A6CE-0D9287EA5564

Recorded 3/25/04
#2004027368

AMENDMENT NO. 1 TO INCLUSIONARY HOUSING AGREEMENT: Resale Restrictions on Inclusionary Housing Unit and Option to Purchase Real Property

THIS AMENDMENT NO. 1 to Agreement: Resale Restrictions on Inclusionary Housing Unit and Option to Purchase Real Property is made and entered into by the County of Monterey, hereinafter referred to as "COUNTY", and Jim J. Kirby, Sr. and Dorothy Kirby, hereinafter referred to as "OWNER."

WITNESSETH:

WHEREAS, the County and **Jim J. Kirby, Sr. and Dorothy Kirby,** have heretofore entered into an Agreement: Resale Restrictions on Inclusionary Housing Unit and Option to Purchase Real Property recorded on January 14, 1999; and

WHEREAS, on April 9 2002 the Board of Supervisors of the County of Monterey approved certain revisions to the Inclusionary Housing Program, and

WHEREAS, the parties wish to amend the Inclusionary Housing Agreement to incorporate the program revisions pertaining to encumbrance and refinancing of property.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein and in the Agreement, the parties agree as follows:

1. **Adjustment to Purchase Price.** Section 7 (a) (i) of the Agreement is hereby amended to include the following:
   Calculation of Resale value is determined by Monterey County Housing and Redevelopment staff and is based on the following formula:
   a. Using original sales price as base figure, apply percentage change in median income for Monterey County 4-person household from the original sales year to current year and add this amount to original sales price,
   b. If home has been maintained in good condition, a credit of up to 10% of original sales price can also be added to resale price calculation,
   c. Proposed bedroom addition(s) costs can be added to the resale price calculation based on the bedroom addition formula as used by Monterey County Housing and Redevelopment for Inclusionary units,
   d. The resultant value after completing steps a-c is the resale value as long ***as the unit's resale value will still be affordable to an income-eligible household with a household size appropriate for the unit size.***

2. **Permitted Encumbrances.** Section 12 of the Agreement is hereby amended to add the following:
   a. Refinancing can include the refinancing of the first mortgage on the property and/or adding a second mortgage on the property. In no case

DocuSign Envelope ID: 7D3FE3C4-FBDF-4F69-A6CE-0D9287EA5564

b. shall the County's non-monetary deed of trust be in less than third position on the property.
c. Property owners may "take cash" out from the refinancing proceeds as long as the total loans encumbered do not exceed resale value.
c. If using refinancing proceeds to fund a bedroom addition(s), property owner agrees to deposit an amount equal to the increased value due to bedroom addition(s) in an escrow account, with the County of Monterey listed as an additional co-signer to authorize any disbursement from the escrow account. The sole purpose of the funds in the escrow account shall be used for the construction of the bedroom addition(s).

3. **Recordation:** Upon execution of this Amendment No.1 by all parties, Owner shall cause this Amendment No. 1 to Inclusionary Housing Agreement to be recorded in the office of the Recorder of the County of Monterey.

4. **Inclusionary Housing Agreement to Remain in Effect**. Except as herein stated, all other terms, provisions and exhibits of the Inclusionary Housing Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed the Amendment No.1 on the day and year first written below.

COUNTY OF MONTEREY

By: _____
Jim Cook

3/8/04
Date

Owner

_____
Jim J. Kirby, Sr.
6/23/03
Date

_____
Dorothy Kirby
6/24/03
Date

APPROVED AS TO FORM:

By: _____
County Counsel Deputy

7-9-2003
Date

DocuSign Envelope ID: 7D3FE3C4-FBDF-4F69-A6CE-0D9287EA5564

EXHIBIT A

Parcel # 139-392-009

Lots 48 as shown on the Map of "Tract No. 1283, Las Palmas Ranch Phase II, Unit VI", filed for record September 29, 1997 in Volume 19, Cities and towns, at Page 47, Monterey County Records.

EXCEPTING THEREFROM any and all water, but without the right of entry or to make any withdrawal of water which will result in damage to any building or structure, as granted in the deed to California Water Service Company, recorded October 31, 1997, Series No. 9764772, Official Records.

PARCEL II:

A non-exclusive easement on, over, under and across the "Master Common Area" as defined in the Master Declaration of Covenants, Conditions and Restrictions for Las Palmas Ranch No. 2, recorded September 26, 1995 in Reel 3279, Page 1412, Official Records of Monterey County, California, as amended and restated by document recorded December 27, 1995, in Reel 3316, Page 1339, Official Records of Monterey County, California ("Master Declaration"), for the purposes described in the Master Declaration and subject to the terms, provisions, and reservations of the Master Declaration. This Easement is appurtenant to Parcel I above and shall become effective as to each Lot within the Master Common Area upon the later to occur of (i) the recordation of this Deed or (ii) the conveyance of record of the lot within the Master Common Area to the Master Association.

PARCEL III:

A non-exclusive easement, on, over, under and across the "Common Area" as defined in the Declaration of Covenants, Conditions and Restrictions for Fieldcrest at Las Palmas Ranch, recorded September 26, 1995, in Reel 3279, Page 1447, Official Records of Monterey County, California ("Fieldcrest Declaration"), for the purposes described in the Fieldcrest Declaration and subject to the terms, provisions and reservations of Fieldcrest Declaration. This Easement is appurtenant to Parcel I above and shall become effective as to each Lot within the Common Area upon the later to occur of (i) the recordation of this Deed or (ii) the conveyance of record of the Lot within the Common Area to the Association.

DocuSign Envelope ID: 7D3FE3C4-FBDF-4F69-A6CE-0D9287EA5564

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Monterey } ss.

On June 23, 2003 (Date) before me, Dacia Hatzell, notary. (Name and Title of Officer (e.g., "Jane Doe, Notary Public"))

personally appeared Jim J. Kirby, Sr. (Name(s) of Signer(s))

☐ personally known to me
☒ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

DACIA HATZELL
Commission # 1376016
Notary Public - California
Monterey County
My Comm. Expires Sep 22, 2006

WITNESS my hand and official seal.

Dacia Hatzell
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Amend. No. 1 to Inclusionary Housing Agr.

Document Date: 6-23-03 Number of Pages: 3

Signer(s) Other Than Named Above: Dorothy Kirby.

Capacity(ies) Claimed by Signer

Signer's Name: Jim J. Kirby, Sr.

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

☒ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer is Representing: _____

© 1999 National Notary Association • 9350 De Soto Ave., P.O. Box 2402 • Chatsworth, CA 91313-2402 • www.nationalnotary.org Prod. No. 5907 Reorder: Call Toll-Free 1-800-876-6827

DocuSign Envelope ID: 7D3FE3C4-FBDF-4F69-A6CE-0D9287EA5564

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Monterey } ss.

On June 24, 2003 (Date) before me, Dacia Hatzell, Notary. (Name and Title of Officer (e.g., "Jane Doe, Notary Public"))
personally appeared Dorothy Kirby (Name(s) of Signer(s)),

☐ personally known to me
☒ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

WITNESS my hand and official seal.

Dacia Hatzell
Signature of Notary Public

DACIA HATZELL
Commission # 1376016
Notary Public - California
Monterey County
My Comm. Expires Sep 22, 2006

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Amendment No. 1 to Inclusionary Housing.
Document Date: 6-24-03 Number of Pages: 3
Signer(s) Other Than Named Above: Jim J. Kirby Sr.

Capacity(ies) Claimed by Signer

Signer's Name: Dorothy Kirby.

☒ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

© 1999 National Notary Association • 9350 De Soto Ave., P.O. Box 2402 • Chatsworth, CA 91313-2402 • www.nationalnotary.org Prod. No. 5907 Reorder: Call Toll-Free 1-800-876-6827

DocuSign Envelope ID: 7D3FE3C4-FBDF-4F69-A6CE-0D9287EA5564

ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
COUNTY OF MONTEREY)

On March 8, 2004 before me, Teresa Louise Pabingwit
Notary Public, Marlen Noel personally appeared
_____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Teresa Louise Pabingwit (Seal)

TERESA LOUISE PABINGWIT
Commission # 1328020
Notary Public - California
Monterey County
My Comm. Expires Nov 2, 2005

This page intentionally left blank

Attachment C

This page intentionally left blank.

Recording Requested by and
When Recorded, Mail to:

County of Monterey
Housing and Community Development Dept.
1441 Schilling Place, South 2nd Floor
Salinas, CA 93901

Attention: Housing

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 139-392-009-000
19107 Garden Valley Way, Salinas, CA 93908

AMENDMENT NO. 2 to
INCLUSIONARY HOUSING AGREEMENT:
(Resale Restrictions on Inclusionary Housing Unit and Option to Purchase Real Property)

THIS AMENDMENT NO. 2 to Agreement: INCLUSIONARY HOUSING AGREEMENT (Resale Restrictions on Inclusionary Housing Unit and Option to Purchase Real Property) is made and entered into by the County of Monterey, hereinafter referred to as "COUNTY", and Jeffrey S. Kirby, hereinafter referred to as "OWNER."

WITNESSETH:

WHEREAS, the County and Jeffrey S. Kirby, have heretofore entered into an Agreement: *INCLUSIONARY HOUSING AGREEMENT (Resale Restrictions on Inclusionary Housing Unit and Option to Purchase Real Property)* ("Agreement"), recorded on January 14, 1999, as Document No. 9903189 filed in the Office of the Recorder of the County of Monterey via a Memorandum and Reaffirmation of Inclusionary Housing Agreement recorded on May 10, 2024 as Document No. 2024016467, with respect to that certain real property described in EXHIBIT A attached hereto and incorporated by reference; and

WHEREAS, on April 26, 2011, and July 12, 2011, the Board of Supervisors of the County of Monterey approved certain revisions to the Inclusionary Housing Program which are not retroactive; and

WHEREAS, the parties wish to amend the Inclusionary Housing Agreement to incorporate the program revisions pertaining to transfer of interest of the property to a Revocable Living Trust;

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein and in the Agreement, the parties agree as follows:

1. **Permissible Transfer:** In addition to those permitted transfers described in the Agreement, the County's "OPTION" as defined in the Agreement shall not apply to the transfer or conveyance of the Property into a revocable living trust where Owner is a Trustor, provided:
    a. Owner obtains the consent of the County's designee;
    b. The Trust document, and any Successor Trustee, specifically acknowledges and affirms the existence of restrictions on the use and disposition of the Unit including, but not limited to, the obligation to sell the Unit to an Eligible Purchaser at no more than the

Maximum Resale Value, as those terms are described in the Agreement;

c. The Deed conveying the Unit into the Trust also specifically acknowledges and affirms the existence of restrictions on the resale of the Property and references the Agreement; and
d. Owner agrees to cooperate and respond promptly to any County requests to owner for owner certification and monitoring.

2. **Recordation:** Upon execution of this Amendment No. 2 by all parties, Owner shall cause this Amendment No. 2 to the Inclusionary Housing Agreement to be recorded in the Office of the Monterey County Recorder and provide a copy of the recorded document to the County's Housing and Community Development Department.

3. **Inclusionary Housing Agreement to Remain in Effect**. Except as herein stated, all other terms, provisions and exhibits of the Inclusionary Housing Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed the Amendment No.2 on the day and year first written below.

COUNTY OF MONTEREY	**Owner:**
By: _____	_____
Craig W. Spencer, Director of Housing & Community Development	Jeffrey S. Kirby
_____	_____
Date	N/A
	_____
	Date

Approved as to form:

_____	_____
Reed Gallogly, Deputy County Counsel	Date

DRAFT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT, TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF MONTEREY) SS.

On _____ before me, _____, Notary Public, personally appeared _____
_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT, TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) SS.
COUNTY OF MONTEREY)

On _____ before me, _____
Notary Public, personally appeared _____
_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

DRAFT

Signature _____

DRAFT

EXHIBIT A
LEGAL DESCRIPTION

Real property in the unincorporated area of the County of Monterey, State of California, described as follows:

Parcel 1:

Lot 48 of Tract No. 1283 Las Palmas Ranch Phase II, Unit VI, in Volume 19 of Cities and Towns at Page 47 file in the Office of the County Recorder of Monterey County, California, on September 29, 1997;

EXCEPTING THEREFROM any and all water, but without the right of entry or to make any withdrawal of water which will result in damage to any building or structure, as granted in the deed to California Water Service Company, recorded on October 31, 1997 as Document No. 9764772, Official Records.

Parcel II:

A non-exclusive easement on, over, under and across the "Master Common Area" as defined in the Master Declaration of Covenants, Conditions and Restrictions for Las Palmas Ranch No. 2 recorded September 26, 1995 in Reel 3279, Page 1412, Official Records of Monterey County, California, as amended and restated by a document recorded December 27, 1995 in Reel 3316, Page 1339, Official Records of Monterey County, California ("Master Declaration"), for the purposes described in the Master Declaration and subject to the terms, provisions and reservations of the Master Declaration. This easement is appurtenant to PARCEL 1 above and shall become effective as to each lot within the Master Common Area upon the later to occur of (i) the recordation of this Deed or (ii) the conveyance of record of the lot within the Common Area to the Association (defined below).

Parcel III:

A non-exclusive easement on, over, under and across the "Common Area" as defined in the Declaration of Covenants, Conditions and Restrictions for Fieldcrest at Las Palmas Ranch recorded September 26, 1995 in Reel 3279, Page 1447, Official Records of Monterey County, California ("Fieldcrest Declaration"), for the purposes described in the Fieldcrest Declaration and subject to the terms, provisions and reservations of the Fieldcrest Declaration. This easement is appurtenant to PARCEL 1 above and shall become effective as to each lot within the Common Area upon the later to occur of (i) the recordation of this Deed or (ii) the conveyance of record of the lot within the Common Area to the Association (defined below).

Parcel IV:

An easement for the benefit of an appurtenant to Parcel 1 above on, over, under and across that portion of Lot 62 of Tract No. 1283 Las Palmas Ranch Phase II, Unit VI in Volume 19 of Cities and Towns at Page 47 filed in the Office of the County Recorder of Monterey County, California, on September 29, 1997 ("Lot 62") shown as described on Exhibit A attached hereto and by this reference made a part hereof ("Exclusive Use Easement Area"). As reserved in deed recorded August 14, 1998 as Document No. 9854093, Official Records of Monterey County, California. The easement is subject to the terms, easements, covenants and restrictions set forth in the Grant of Private Storm Drain Easements and Supplemental Declaration of Restrictions recorded August 13, 1998 as Document No. 9853753, Official Records of Monterey County, California ("Supplemental Restrictions"). The easement is exclusive except for the right of each owner of a Private Storm Drain Lot (defined in the Supplemental Restrictions) which is up-gradient from Parcel 1 (if any) to drain water through the Private Storm Drain System (defined in the Supplemental Restrictions) locate within the Exclusive Use Easement Area. The owner of Parcel 1 may use the Exclusive Use Easement Area for access, recreation, drainage and landscaping (including

DRAFT

irrigation systems) only. The owner of Parcel 1 shall maintain the Exclusive Use Easement Area in a neat, clean and attractive appearance at no expense to the Master Association.
The Master Association retains the right, but not the obligation, at all reasonable times to enter the Exclusive Use Easement Area for purposes of inspecting, maintaining and repairing any structure located on Lot 62, including without limitation that portion of the Private Storm Drain System located within the Exclusive Use Easement Area should the owner of Parcel 1 fail to maintain the same pursuant to the Supplemental Restrictions; provided that such entry does not unreasonable interfere with the use of the easement by the owner of Parcel 1. The right of entry includes the right of reasonable access across the lot conveyed hereby to enter the Exclusive Use Easement Area. The owner of the lot conveyed hereby is obligated to reimburse the Master Association for its costs incurred in performing maintenance of that portion of the Private Storm Drain System located within the Exclusive Use Easement Area.

Parcel V:

One Class A membership in LAS PALMAS RANCH MASTER ASSOCIATION NO. 2, a California Nonprofit Mutual Benefit Corporation ("Master Association").

Parcel VI:

One Class A membership in FIELDCREST AT LAS PALMAS RANCH ASSOCIATION, a California Nonprofit Mutual Benefit Corporation ("Association").

APN: 139-392-009-000

Commonly known as: 19107 Garden Valley Way, Salinas, CA 93908

DRAFT

Introduced: 3/5/2026
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

REF220020 - GENERAL PLAN HOUSING ELEMENT 6TH CYCLE UPDATE

a. Consider approving Amendment No. 3 to Professional Services Agreement No. A-16047 with Harris and Associates, Inc., to include additional services associated with completion of the General Plan Housing Element 6th Cycle Update environmental review, and include additional services associated with completion of the Environmental Justice element and new services to concurrently amend the County's Conservation and Open Space Element to comply with state law, adding $367,409 to the existing agreement for a new total not to exceed amount of $2,105,247 without change to the Agreement's term; and

b. Consider authorizing the Housing and Community Development Department (HCD) Director, or their designee, to execute up to three (3) future amendments to the Agreement, each extending the term by up to one year, where the total amendments do not significantly alter the scope of work, do not exceed ten percent (10% or $210,525) of the amended contract amount, and do not exceed the maximum aggregate amount of $2,315,771 subject to review by County Counsel.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

a. Approve Amendment No. 3 to Professional Services Agreement No. A-16047 with Harris and Associates, Inc., to include additional services associated with completion of the General Plan Housing Element 6th Cycle Update environmental review, and include additional services associated with completion of the Environmental Justice element and new services to concurrently amend the County's Conservation and Open Space Element to comply with state law, adding $367,409 to the existing agreement for a new total not to exceed amount of $2,105,247 without change to the Agreement's term; and

b. Authorize the Housing and Community Development Department (HCD) Director, or their designee, to execute up to three (3) future amendments to the Agreement, each extending the term by up to one year, where the total amendments do not significantly alter the scope of work, do not exceed ten percent (10% or $210,525) of the amended contract amount, and do not exceed the maximum aggregate amount of $2,315,771 subject to review by County Counsel.

SUMMARY:

This Amendment No. 3 to the Professional Services Agreement (PSA) with Harris and Associates, Inc. (A-16047), will expand the Scope of Work and budget previously approved and amended by the Board of Supervisors on September 27, 2022 and May 15, 2024, respectively, and further amended by the HCD Director on August 18, 2025, to: 1) amend Task 1 to add additional budget; 2) fully amend and replace Task 5 - Preparation of an Environmental Justice Element to add scope to comply with state law (SB 244) and additional budget; 3) amend Task

9 - Environmental Analysis (CEQA - Housing Element) to add scope and additional budget; 4) add a new Task 10 - Update to Conservation and Open Space Element scope and budget to comply with state law (SB 1425) and conduct this work in tandem with the updating the Safety Element and preparing an Environmental Justice Element; and 5) provide additional contingency for the remaining Agreement scope of work. See Attachment 1.

Staff recommends that the Board of Supervisors approve an amendment to increase the PSA by $367,409 for a total not to exceed contract amount of $2,105,247, with no change to the contract term date.

DISCUSSION:

PSA and Amendment Overview

On October 5, 2022, the PSA was approved to provide professional services for updates to the County of Monterey's (County) General Plan Housing Element and Safety Element, as well as the preparation of a new Environmental Justice (EJ) Element for a term of October 1, 2022, to September 30, 2025. On May 14, 2024, the PSA was amended to include the development of a Programmatic Environmental Impact Report (PEIR) for the HEU6 and extended the term by two years to a new end date of September 30, 2027. An Amendment 2 to the PSA was approved on August 18, 2025, in response to additional effort needed for the Safety Element update and in response to comments from the California Department of Housing and Community Development (CA HCD) on the HEU6. This Amendment 3 to the PSA is necessary to address continued project management and coordination and preparation of the County's 6th Cycle Housing Element update in response to the CA HCD review of the draft HEU6, corresponding updates to the PEIR for HEU6, incorporate policies related to California Senate Bill 244 (passed in 2011) in the Environmental Justice Element, and update the County's Conservation and Open Space Element in coordination with the Environmental Justice and Safety Element related to California Senate Bill 1425 (passed in 2022).

HEU6 and PEIR Update

The County has completed a third draft revision of the HEU6 in response to the CA HCD comment letter dated August 25, 2025. This revision addresses statutory requirements identified by CA HCD necessary to substantially comply with State Housing Element Law. The revised Housing Element third draft was made available for public review February 17, 2026 through February 24, 2026 for the required 7-day period before resubmittal to CA HCD. Review and response to public comments to the third draft revised HEU6 is underway and staff anticipates formally submitting the document to CA HCD in early March 2026.

The draft PEIR is underway, however, revisions made to the HEU6 have prompted additional analysis and updates to the PEIR, and added scope and funding in this Amendment 3 to the PSA are necessary to complete the PEIR. Staff anticipates the draft PEIR to be available for public review this spring 2026.

Staff anticipates that the final HEU6 and PEIR will come before the Planning Commission for recommendation to and before the Board of Supervisors for consideration by August 2026. To help ensure the HEU6 and PEIR continue to progress with top priority, Amendment 3 to the PSA provides contingency funds which may only be accessed with written consent of County staff and in response to unforeseeable or unanticipated circumstances that may arise.

EJ Element and Conservation and Open Space Element Update
The draft EJ Element is underway and staff anticipates release of a draft EJ Element for public review during March through April 2026. During that time staff plans to conduct a workshop at the Planning Commission in March along with boots-on-the-ground outreach in the County's disadvantaged communities for public feedback through April.

Additional scope is being added with this Amendment 3 to partially address California Senate Bill 244 (2011) as part of the EJ Element. The State of California passed SB 244 in 2011 to require that jurisdictions update the land use element of its general plan on or before the next adoption of its housing element. This law requires the County to identify disadvantaged communities within the unincorporated county and provide an analysis of water, wastewater, stormwater drainage, and structural fire protection needs or deficiencies for each of the identified communities in the land use element of the General Plan. The land use element must also include an analysis of potential funding mechanisms that could make the extension of services and facilities to identified communities financially feasible. Although these updates are required in the County's Land Use Element of the General Plan, the Environmental Justice Element includes an analysis of disadvantaged communities and general description of public services and infrastructure needs; therefore, the County would like to ensure the Environmental Justice Element is compliant with and encourages implementation of SB 244.

Amendment 3 to the PSA adds new scope to update the County's Conservation and Open Space Element, in coordination with the EJ and Safety Elements, to partially address California Senate Bill 1425 (2022). The State of California passed SB 1425 in 2022 to require that jurisdictions update their open space element (i.e., Conservation and Open Space Element) by January 1, 2026. The law requires the County to include plans and an action program that address specified issues, including climate resilience and other co-benefits of open space, correlated with the safety element. The California Government Code was updated (Section 65565.5) requiring the County to address the following:
1. Access to open space for all residents in a manner that considers social, economic, and racial equity, correlated with the environmental justice element or environmental justice policies in the general plan, as applicable.
2. Climate resilience and other co-benefits of open space, correlated with the safety element.
3. Rewilding opportunities, correlated with the land use element.

Staff will incorporate future SB 244 and SB 1425 compliant updates to the Land Use Element as a future task on HCD's Long Range Planning Work Program.

The California Department of Justice Attorney General's Bureau of Environmental Justice routinely reaches out to cities and counties when they have questions about the status of local government's general plan in relation to the statutory provisions that relate to environmental justice. The Bureau staff reached out to the County in December 2025, to discuss General Plan status for matters within its purview and share technical resources with the County. Staff met multiple times with Bureau staff to discuss the County's implementation of various state environmental justice law within its General Plan, and will continue to coordinate with the Bureau staff as appropriate on these General Plan amendments.

ENVIRONMENTAL REVIEW:
Actions herein are not a "project" as defined in Public Resources Code sections 21065 and 21068. The actions would not have a substantial, or potentially substantial, adverse change in the environment

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Offices of the County Counsel and Auditor-Controller have reviewed and approved the amendment to the PSA as to form and legality, and fiscal provisions, respectively.

FINANCING:
The costs incurred on this project through February 28, 2026, total $1,475,037.41 (of which a total of $424,416 was reimbursed with funding from Regional Early Action Planning or "REAP" grant funds) with a remaining contracted amount of $262,800.59 (total not to exceed $1,737,838). With this Amendment 3, the total contract amount will increase by $367,409 for a new total of $2,105,247, leaving a new amended balance of $607,098.09. Anticipated expenditures in this Fiscal Year 2025-26 are $443,550.37, of which $373,787 is funded from Measure AA augmentation included in the FY 2025-26 Adopted Budget for HCD Unit 8543, Appropriation Unit HCD002. The remaining $69,763.37 is funded using salary savings from the current fiscal year. Anticipated expenditures for next Fiscal Year 2026-27 are estimated at $300,000, and HCD submitted an augmentation request for this amount as part of the Department's Requested Budget for FY 2026-27.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
Providing additional scope of work and budget toward efforts to update the County's General Plan Elements (Housing Element; Safety Element; Conversation and Open Space Element) and prepare a new Environmental Justice Element, supports the Board of Supervisors Strategic Plan Goal for *Well-Being and Quality of Life* to create safe and healthy communities where all can thrive (Key Objectives: Housing; Services), by: 1) providing the plan, policies and programs to affirmatively further fair housing, protect existing affordable units, and accelerate housing production in unincorporate Monterey County; 2) including policies that improve the health and quality of life for Monterey County residents, especially those community members who experience a greater burden of health risks and have inadequate means to rehabilitate from disasters exacerbated by the effects of climate change through the Safety and EJ elements; and 3) adding policies addressing equitable access to open space and climate resilience and other co-benefits of open space through updates to the COS correlated with the EJ and Safety Elements.

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

Link to the Strategic Plan:
<https://www.countyofmonterey.gov/home/showdocument?id=139569>

Prepared by: Melanie Beretti, AICP, Chief of Planning, 831-755-5285

Approved by: Craig Spencer, Director of Housing and Community Development

The following attachments are on file with the Clerk of the Board:
Attachment 1 - Amendment No. 3 to PSA with Harris and Associates, Inc. with Exhibit A-3
Attachment 2 - PSA with Harris and Associates, Inc.
Attachment 3 - Amendment No. 1 to PSA with Harris and Associates, Inc.
Attachment 4 - Board Order Agreement No. A-16047
Attachment 5 - Amendment No. 2 to PSA with Harris and Associates, Inc.
Attachment 6 - Board Order Amendment No. 1 to Agreement No. A-16047

Introduced: 3/5/2026
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

REF220020 - GENERAL PLAN HOUSING ELEMENT 6TH CYCLE UPDATE

a. Consider approving Amendment No. 3 to Professional Services Agreement No. A-16047 with Harris and Associates, Inc., to include additional services associated with completion of the General Plan Housing Element 6th Cycle Update environmental review, and include additional services associated with completion of the Environmental Justice element and new services to concurrently amend the County's Conservation and Open Space Element to comply with state law, adding $367,409 to the existing agreement for a new total not to exceed amount of $2,105,247, without change to the Agreement's term; and

b. Consider authorizing the Housing and Community Development Department (HCD) Director, or their designee, to execute up to three (3) future amendments to the Agreement, each extending the term by up to one year, where the total amendments do not significantly alter the scope of work, do not exceed ten percent (10% or $210,525) of the amended contract amount, and do not exceed the maximum aggregate amount of $2,315,771, subject to review by County Counsel.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

a. Approve Amendment No. 3 to Professional Services Agreement No. A-16047 with Harris and Associates, Inc., to include additional services associated with completion of the General Plan Housing Element 6th Cycle Update environmental review, and include additional services associated with completion of the Environmental Justice element and new services to concurrently amend the County's Conservation and Open Space Element to comply with state law, adding $367,409 to the existing agreement for a new total not to exceed amount of $2,105,247, without change to the Agreement's term; and

b. Authorize the Housing and Community Development Department (HCD) Director, or their designee, to execute up to three (3) future amendments to the Agreement, each extending the term by up to one year, where the total amendments do not significantly alter the scope of work, do not exceed ten percent (10% or $210,525) of the amended contract amount, and do not exceed the maximum aggregate amount of $2,315,771, subject to review by County Counsel.

SUMMARY:

This Amendment No. 3 to the Professional Services Agreement (PSA) with Harris and Associates, Inc. (A-16047), will expand the Scope of Work and budget previously approved and amended by the Board of Supervisors on September 27, 2022 and May 15, 2024, respectively, and further amended by the HCD Director on August 18, 2025, to: 1) amend Task 1 to add additional budget; 2) fully amend and replace Task 5 - Preparation of an Environmental Justice Element to add scope to comply with state law (SB 244) and additional budget; 3) amend Task 9 - Environmental Analysis (CEQA -

Housing Element) to add scope and additional budget; 4) add a new Task 10 - Update to Conservation and Open Space Element scope and budget to comply with state law (SB 1425) and conduct this work in tandem with the updating the Safety Element and preparing an Environmental Justice Element; and 5) provide additional contingency for the remaining Agreement scope of work. See Attachment 1.

Staff recommends that the Board of Supervisors approve an amendment to increase the PSA by $367,409 for a total not to exceed contract amount of $2,105,247, with no change to the contract term date.

DISCUSSION:

PSA and Amendment Overview

On October 5, 2022, the PSA was approved to provide professional services for updates to the County of Monterey's (County) General Plan Housing Element and Safety Element, as well as the preparation of a new Environmental Justice (EJ) Element for a term of October 1, 2022, to September 30, 2025. On May 14, 2024, the PSA was amended to include the development of a Programmatic Environmental Impact Report (PEIR) for the HEU6 and extended the term by two years to a new end date of September 30, 2027. An Amendment 2 to the PSA was approved on August 18, 2025, in response to additional effort needed for the Safety Element update and in response to comments from the California Department of Housing and Community Development (CA HCD) on the HEU6. This Amendment 3 to the PSA is necessary to address continued project management and coordination and preparation of the County's 6th Cycle Housing Element update in response to the CA HCD review of the draft HEU6, corresponding updates to the PEIR for HEU6, incorporate policies related to California Senate Bill 244 (passed in 2011) in the Environmental Justice Element, and update the County's Conservation and Open Space Element in coordination with the Environmental Justice and Safety Element related to California Senate Bill 1425 (passed in 2022).

HEU6 and PEIR Update

The County has completed a third draft revision of the HEU6 in response to the CA HCD comment letter dated August 25, 2025. This revision addresses statutory requirements identified by CA HCD necessary to substantially comply with State Housing Element Law. The revised Housing Element third draft was made available for public review February 17, 2026 through February 24, 2026 for the required 7-day period before resubmittal to CA HCD. Review and response to public comments to the third draft revised HEU6 is underway and staff anticipates formally submitting the document to CA HCD in early March 2026.

The draft PEIR is underway, however, revisions made to the HEU6 have prompted additional analysis and updates to the PEIR, and added scope and funding in this Amendment 3 to the PSA are necessary to complete the PEIR. Staff anticipates the draft PEIR to be available for public review this spring 2026.

Staff anticipates that the final HEU6 and PEIR will come before the Planning Commission for recommendation to and before the Board of Supervisors for consideration by August 2026. To help ensure the HEU6 and PEIR continue to progress with top priority, Amendment 3 to the PSA provides contingency funds which may only be accessed with written consent of County staff and in response to

unforeseeable or unanticipated circumstances that may arise.

EJ Element and Conservation and Open Space Element Update
The draft EJ Element is underway and staff anticipates release of a draft EJ Element for public review during March through April 2026. During that time staff plans to conduct a workshop at the Planning Commission in March along with boots-on-the-ground outreach in the County's disadvantaged communities for public feedback through April.

Additional scope is being added with this Amendment 3 to partially address California Senate Bill 244 (2011) as part of the EJ Element. The State of California passed SB 244 in 2011 to require that jurisdictions update the land use element of its general plan on or before the next adoption of its housing element. This law requires the County to identify disadvantaged communities within the unincorporated county and provide an analysis of water, wastewater, stormwater drainage, and structural fire protection needs or deficiencies for each of the identified communities in the land use element of the General Plan. The land use element must also include an analysis of potential funding mechanisms that could make the extension of services and facilities to identified communities financially feasible. Although these updates are required in the County's Land Use Element of the General Plan, the Environmental Justice Element includes an analysis of disadvantaged communities and general description of public services and infrastructure needs; therefore, the County would like to ensure the Environmental Justice Element is compliant with and encourages implementation of SB 244.

Amendment 3 to the PSA adds new scope to update the County's Conservation and Open Space Element, in coordination with the EJ and Safety Elements, to partially address California Senate Bill 1425 (2022). The State of California passed SB 1425 in 2022 to require that jurisdictions update their open space element (i.e., Conservation and Open Space Element) by January 1, 2026. The law requires the County to include plans and an action program that address specified issues, including climate resilience and other co-benefits of open space, correlated with the safety element. The California Government Code was updated (Section 65565.5) requiring the County to address the following:
1. Access to open space for all residents in a manner that considers social, economic, and racial equity, correlated with the environmental justice element or environmental justice policies in the general plan, as applicable.
2. Climate resilience and other co-benefits of open space, correlated with the safety element.
3. Rewilding opportunities, correlated with the land use element.

Staff will incorporate future SB 244 and SB 1425 compliant updates to the Land Use Element as a future task on HCD's Long Range Planning Work Program.

The California Department of Justice Attorney General's Bureau of Environmental Justice routinely reaches out to cities and counties when they have questions about the status of local government's general plan in relation to the statutory provisions that relate to environmental justice. The Bureau staff reached out to the County in December 2025, to discuss General Plan status for matters within its purview and share technical resources with the County. Staff met multiple times with Bureau staff to discuss the County's implementation of various state environmental justice law within its General Plan, and will continue to coordinate with the Bureau staff as appropriate on these General Plan

amendments.

ENVIRONMENTAL REVIEW:
Actions herein are not a "project" as defined in Public Resources Code sections 21065 and 21068. The actions would not have a substantial, or potentially substantial, adverse change in the environment

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Offices of the County Counsel and Auditor-Controller have reviewed and approved the amendment to the PSA as to form and legality, and fiscal provisions, respectively.

FINANCING:
The costs incurred on this project through February 28, 2026, total $1,475,037.41 (of which a total of $424,416 was reimbursed with funding from Regional Early Action Planning or "REAP" grant funds) with a remaining contracted amount of $262,800.59 (total not to exceed $1,737,838). With this Amendment 3, the total contract amount will increase by $367,409 for a new total of $2,105,247, leaving a new amended balance of $607,098.09. Anticipated expenditures in this Fiscal Year 2025-26 are $443,550.37, of which $373,787 is funded from Measure AA augmentation included in the FY 2025-26 Adopted Budget for HCD Unit 8543, Appropriation Unit HCD002. The remaining $69,763.37 is funded using salary savings from the current fiscal year. Anticipated expenditures for next Fiscal Year 2026-27 are estimated at $300,000, and HCD submitted an augmentation request for this amount as part of the Department's Requested Budget for FY 2026-27.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
Providing additional scope of work and budget toward efforts to update the County's General Plan Elements (Housing Element; Safety Element; Conversation and Open Space Element) and prepare a new Environmental Justice Element, supports the Board of Supervisors Strategic Plan Goal for *Well-Being and Quality of Life* to create safe and healthy communities where all can thrive (Key Objectives: Housing; Services), by: 1) providing the plan, policies and programs to affirmatively further fair housing, protect existing affordable units, and accelerate housing production in unincorporate Monterey County; 2) including policies that improve the health and quality of life for Monterey County residents, especially those community members who experience a greater burden of health risks and have inadequate means to rehabilitate from disasters exacerbated by the effects of climate change through the Safety and EJ elements; and 3) adding policies addressing equitable access to open space and climate resilience and other co-benefits of open space through updates to the COS correlated with the EJ and Safety Elements.

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

Link to the Strategic Plan:
<https://www.countyofmonterey.gov/home/showdocument?id=139569>

Prepared by: Melanie Beretti, AICP, Chief of Planning, 831-755-5285
Approved by: Craig Spencer, Director of Housing and Community Development

The following attachments are on file with the Clerk of the Board:
Attachment 1 - Amendment No. 3 to PSA with Harris and Associates, Inc. with Exhibit A-3
Attachment 2 - PSA with Harris and Associates, Inc.
Attachment 3 - Amendment No. 1 to PSA with Harris and Associates, Inc.
Attachment 4 - Board Order Agreement No. A-16047
Attachment 5 - Amendment No. 2 to PSA with Harris and Associates, Inc.
Attachment 6 - Board Order Amendment No. 1 to Agreement No. A-16047

Attachment 1

Amendment No. 3 to PSA with
Harris & Associates, Inc.
with Exhibit A-3

****THIS PAGE INTENTIONALLY LEFT BLANK****

Docusign Envelope ID: 091C36D0-6918-44C9-B558-5F3947852609

AMENDMENT NO. 3
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
HARRIS & ASSOCIATES, INC.

THIS AMENDMENT NO. 3 to Professional Services Agreement No. A-16047 between the County of Monterey, a political subdivision of the State of California ("County") and Harris & Associates, Inc. ("CONTRACTOR"), is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into Professional Services Agreement No. A-16047 with the County on October 5, 2022 ("Agreement") to provide an update to the General Plan Housing and Safety Elements and preparation of an Environmental Justice Element in a manner consistent with current State law ("Project") through September 30, 2025, for an amount not to exceed $967,520;

WHEREAS, on May 15, 2024, the Parties amended the Agreement ("Amendment No. 1" – including Exhibit A-1 – Scope of Work/Payment Provisions) to revise Task 7 – Environmental Analysis (CEQA Documentation) to add development of a Programmatic Environmental Impact Report ("PEIR") for the County's 6th Cycle Housing Element update ("HEU6") and remove specific tasks, extend the Agreement term by two (2) years, and increase the not to exceed amount by $625,734 for a new not to exceed amount of $1,593,254;

WHEREAS, on August 18, 2025, the Parties amended the Agreement ("Amendment No. 2" – including Exhibit A-2 – Scope of Work/Payment Provisions) to update the remaining scope of work and fully amend and replace Tasks 1, 3, 7, and 9; increase the budget amounts necessary to complete Tasks 1, 3, and 4; and increase the Agreement amount of $1,593,254 by $144,584 for a new not to exceed amount of $1,737,838, without change to the Agreement's term;

WHEREAS, additional funding is needed for continued project management and coordination and preparation of the County's 6th Cycle Housing Element update in response to the California Department of Housing and Community Development review of the draft HEU6, corresponding updates to the Programmatic Environmental Impact Report for HEU6, incorporate policies related to California Senate Bill 244 (passed in 2011) in the Environmental Justice Element, and update the County's Conservation and Open Space Element in tandem with the Environmental Justice and Safety Element related to California Senate Bill 1425 (passed in 2022); and

WHEREAS, the Parties wish to further amend the Agreement to: amend Task 1 to add additional budget; fully amend and replace Task 5 and add scope to comply with state law (SB 244) and additional budget; amend Task 9 to add scope and additional budget; add a new Task 10 scope and budget to comply with state law (SB 1425); provide contingency for the remaining Agreement scope of work; and increase the Agreement amount of $1,737,838 by $367,409 for a new not to exceed amount of $2,105,247, without change to the Agreement's term.

Docusign Envelope ID: 091C36D0-6918-44C9-B558-5F3947852609

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend Section 2, "Payments by County," in its entirety to read as follows:

   County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibits A, A-1, A-2 and A-3**, 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 $2,105,247.

2. Amend Section 4, "Additional Provisions/Exhibits" to include "Exhibit A-3 - Scope of Work/Payment Provisions."

3. Amend CONTRACTOR information in Section 15, "Notices," to read as follows:

   FOR CONTRACTOR:
   Diane Sandman, Consulting Division President
   2375 Northside Drive Suite #125 San Diego, CA 92108
   (619) 318- 0808 diane.sandman@weareharris.com

4. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.

5. This Amendment No. 3 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

****THIS SECTION INTENTIONALLY LEFT BLANK****

Docusign Envelope ID: 091C36D0-6918-44C9-B558-5F3947852609

IN WITNESS WHEREOF, the Parties hereto have executed Amendment No. 3 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By: _____
Chief Contracts and Procurement Officer

Date: _____

By: N/A
Craig W. Spencer, Director

Date: _____

Approved as to Form
Office of the County Counsel[1]
Susan K. Blitch, County Counsel

By: _____
Reed Gallogly, Deputy County Counsel

Date: 3/6/2026

Approved as to Fiscal Provisions[2]

By: _____
Auditor/Controller

Date: 3/6/2026

Reviewed as to Liability Provisions
Office of the County Counsel-Risk Management[3]

By: N/A
David Bolton, Risk Manager

Date: _____

HARRIS & ASSOCIATES, INC.

By: _____
(Chair, President, or Vice President)

Diane Sandman
Consulting Division President
Name and Title

Date: 3/5/2026

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

Karen Freeman, CFO
Name and Title

Date: 3/5/2026

County Board of Supervisors' Agreement Number: A-16047 approved on October 5, 2022.

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code §313). If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers (Corporations Code §17703.01, subds. (a) and (d)). If the CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign.

[1] Approval by the Office of County Counsel is required.
[2] Approval by Auditor-Controller is required.
[3] Review by Risk Manager is required only if changes are made in the Indemnification or Insurance paragraphs.

Docusign Envelope ID: 091C36D0-6918-44C9-B558-5F3947852609

****THIS PAGE LEFT BLANK INTENTIONALLY****

Docusign Envelope ID: 091C36D0-6918-44C9-B558-5F3947852609

EXHIBIT A-3 – SCOPE OF WORK/PAYMENT PROVISIONS

To Agreement by and between
County of Monterey, hereinafter referred to as "County"
and
Harris & 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 related to the tasks being added with this Amendment 3, as set forth below:

Task 5 – Preparation of an Environmental Justice Element

Task 5.1 – Complete

Task 5.2 – Complete

Task 5.3 – Complete

Task 5.4 – Complete

Task 5.5 – Complete

Task 5.6 – Complete

Task 5.7 – Complete

Task 5.8 – Complete

Task 5.9 – Complete

Task 5.10 Revision to Draft EJ Element/Final.
CONTRACTOR shall work closely with County staff to prepare a Revised Draft Environmental Justice Element that incorporates comments received from the CAC members, public, the Planning Commission, other committees, and County counsel on the Draft document.

CONTRACTOR will also prepare a write-up on the purpose and requirements of SB 244 to be incorporated into the Revised Draft Environmental Justice Element. CONTRACTOR will then develop a new policy to be incorporated into the Revised Draft Element that would be intended to comply with and encourage implementation of SB 244 through updates to the County's Land Use Element and community plans. CONTRACTOR assumes one (1) round of

Docusign Envelope ID: 091C36D0-6918-44C9-B558-5F3947852609

review by the County and will revise the draft write-up and policy based on the County's consolidated comments.

CONTRACTOR shall attend Board of Supervisors public hearing(s) to receive the Final Environmental Justice Element

Deliverables:

- *One (1) draft and one (1) final write-up on SB 244*
- *One (1) draft and one (1) final SB 244 policy recommendation*
- *Revised Draft Environmental Justice Element*
- *Final Environmental Justice Element*

Task 9 – Environmental Analysis (CEQA – Housing Element)

Task 9.3 – Technical Studies

9.3.1.1 – Air Quality Technical Report Update

CONTRACTOR shall update the Air Quality Technical Report as necessary incorporating any changes to the Transportation Impact Analysis and VMT Analysis Memorandum, to reflect changes to the Project Description resulting from County's response to State HCD comments on Housing Element (see Task 9.3.6.1). CONTRACTOR shall update the mitigation measures, as feasible, to accommodate a path to ministerial approval of certain project types.

Deliverable:
Draft and Final Air Quality Tech Memo.

9.3.2.1 – Biological Resources Technical Report Update

CONTRACTOR shall update the Biological Resources Technical Report as necessary incorporating changes resulting from adding five more contiguous parcels to Opportunity Site 16. CONTRACTOR shall update the mitigation measures, as feasible, to accommodate a path to ministerial approval of certain project types.

Deliverable:
Draft and Final Biological Resources Tech Memo.

9.3.3.1 – Cultural Resources Technical Report Update

CONTRACTOR shall update the Cultural Resources Technical Report to add five more contiguous parcels to Opportunity Site 16. An additional cultural resources records search will be conducted for updated Opportunity Site 16. No additional tribal cultural resources outreach will be conducted. CONTRACTOR shall update the mitigation measures, as feasible, to accommodate a path to ministerial approval of certain project types.

Deliverable:

Docusign Envelope ID: 091C36D0-6918-44C9-B558-5F3947852609

Draft and Final Cultural Resources Tech Memo.

9.3.4.1 - Greenhouse Gas (GHG) Emissions Technical Memorandum Update
CONTRACTOR shall update the GHG Emissions Technical Memorandum as necessary incorporating any changes to the Transportation Impact Analysis and VMT Analysis Memorandum, to reflect changes to the Project Description resulting from County's response to State HCD comments on Housing Element (see Task 9.3.6.1). CONTRACTOR shall update the mitigation measures, as feasible, to accommodate a path to ministerial approval of certain project types.

Deliverable:
Draft and Final GHG Tech Memo.

9.3.5.1 – Noise Technical Memorandum Update
CONTRACTOR shall update the Noise Technical Memorandum as necessary incorporating any changes to the Transportation Impact Analysis and VMT Analysis Memorandum, to reflect changes to the Project Description resulting from County's response to State HCD comments on Housing Element (see Task 9.3.6.1). CONTRACTOR shall update the mitigation measures, as feasible, to accommodate a path to ministerial approval of certain project types.

Deliverable:
Draft and Final Noise Tech Memo.

9.3.6.1 – Transportation Impact Analysis Update
CONTRACTOR shall update the Transportation Impact Analysis and make corresponding changes to supporting data and VMT Analysis Memorandum, to reflect changes to the Project Description resulting from County's response to State HCD comments on Housing Element.

Deliverable:
Draft and Final VMT Memo

Task 9.4- Draft PEIR

Task 9.4.1.1 – Administrative Draft PEIR Update
CONTRACTOR shall incorporate necessary updates and changes to draft PEIR, to reflect changes to the Project Description and updated technical studies resulting from County's response to State HCD comments on Housing Element. The Project Description will be modified to include a two-tiered entitlement structure, whereby Tier 1 would allow qualifying projects to proceed through a ministerial approval process and Tier 2 would require discretionary approval. The CONTRACTOR assumes that there will be no changes to the total 56 opportunity sites analyzed in Chapter 3, Project

Docusign Envelope ID: 091C36D0-6918-44C9-B558-5F3947852609

Description, of the PEIR transmitted to the County, except for the additional five contiguous parcels associated with Opportunity Site 16 and the removal of Replacement Opportunity Site 7.

The Administrative Draft PEIR will be revised to evaluate development capacity based on the maximum zoning allowances for each site, acknowledging that this represents a conservative development scenario within the County. However, this approach is defensible and required based on HCD comments in order to provide adequate CEQA clearance for the Housing Element process pursuant to Government Code Section 65583.2(h).

As of January 13, 2025, CONTRACTOR has completed and transmitted administrative draft revisions for the following Draft PEIR chapters to the County for review:

- Chapter 2, Environmental Setting
- Chapter 3 Project Description
- Section 4.2 Agriculture and Forestry Resources
- Section 4.4 Biological Resources
- Section 4.5 Cultural Resources
- Section 4.7 Geology and Soils
- Section 4.9 Hazards and Hazardous Materials
- Section 4.10 Hydrology and Water Quality
- Section 4.12 Mineral Resources
- Section 4.14 Transportation
- Section 4.16 Utilities and Service Systems
- Section 4.17 Wildfire
- Chapter 7 Effects Found Not To Be Significant

CONTRACTOR will re-issue as revised administrative drafts, while chapters not yet transmitted will be submitted as administrative drafts incorporating minimum/maximum density range and associated two-tiered entitlement approval process-related changes.

Assumptions for Task 9.4.1.1: The following scope assumptions apply to services performed under this contract:

1. There will be no changes to the existing number of opportunity sites and parcels involved except for the additional five contiguous parcels to Opportunity Site 16, the removal of Replacement Site 7, and the site changes are limited to the total capacity of units based on the minimum and maximum zoning range allowed per site;
2. Chapter 3 Project Description, Section 4.4 Biological Resources, and Section 4.5 Cultural Resources, will be updated to include these five parcels, remove Replacement Site 7, and reflect them in the figures;
3. Review and revisions to all chapters of the PEIR will be needed, including the Executive Summary, Introduction, Enviro Setting,

Docusign Envelope ID: 091C36D0-6918-44C9-B558-5F3947852609

Enviro Analysis, Project Description, Effects Found Not to Be Significant (EFNTBS), and Alternatives Chapters, and all 17 environmental issues (Aesthetics to Wildfire) totaling 24 chapters/sections.

Deliverable:
Administrative Draft PEIR, including technical appendices and including revised versions of re-submitted chapters/sections

Task 9.4.2 –Screencheck Draft PEIR
CONTRACTOR shall address one (1) set of compiled comments received from the County on the Administrative Draft PEIR as revised per Task 9.4.1 and prepare a Draft Screencheck Draft PEIR, including the appendices, and a track-changes version with all edits shown in tracking mode (strikeout/underline). The assumed CONTRACTOR effort to develop the Draft Screencheck Draft PEIR included with this amendment takes into consideration the length of each PEIR section/chapter and the complexity of the Project Description, including the two-tiered mitigation measure framework required for the planned By-Right Ordinance. It also assumes all substantive edits, technical updates, and policy decisions will have been made during the Administrative Draft PEIR (as revised) review by the County.

The CONTRACTOR shall address one (1) set of compiled comments received from the County on the Draft Screencheck Draft PEIR and prepare a Final Screencheck Draft PEIR. Scope assumes that the County's screencheck review shall be limited to final quality control, including verification of formatting, internal consistency, grammar, typographical errors, figure and table references, page numbering, and cross-references. No new analysis or substantive revisions are assumed as part of this task. Revisions during screencheck will be limited to minor, non-substantive edits necessary to finalize the document for publication or public release.

Deliverable:
Draft and Final Screencheck Draft PEIR, including technical appendices (digital MS Word and PDF formats).

Task 9.5 – FINAL PEIR

Task 9.5.2 – Certification Documents
CONTRACTOR shall prepare and submit for County staff review draft CEQA Findings and a draft Statement of Overriding Considerations, consistent with the requirements of CEQA Guidelines, Sections 15091 and 15093. The draft CEQA Findings and draft Statement of Overriding Considerations will incorporate changes resulting from the Project Description and effort assumed with this amendment takes into consideration the unanticipated large size and complexity of the document resulting from the revised Project Description

Docusign Envelope ID: 091C36D0-6918-44C9-B558-5F3947852609

related to two-tiered entitlement structure and associated two-tiered mitigation measure structure.

CONTRACTOR shall prepare CEQA Findings for each significant impact identified, accompanied by an explanation of the rationale for each finding.

CONTRACTOR, in coordination with the County, will prepare a Statement of Overriding Considerations for the identified significant and unavoidable impacts that explains why the project's overall benefits outweigh the project's significant and unavoidable impacts.

CONTRACTOR will submit the Draft Findings and Statement of Overriding Considerations to the County in PDF and MS Word formats.

CONTRACTOR will prepare a Notice of Determination (NOD) within five working days of PEIR certification.

CONTRACTOR will file the NOD with the Office of Planning and Research and assume that the County will file the required California Department of Fish and Wildlife filing fees with the County Clerk (the fee to file an EIR in 2026 is $4,227.50) and are not included in CONTRACTOR's budget.

Deliverables:

- *Administrative Draft CEQA findings and Statement of Overriding Considerations (digital MS Word format)*
- *Final Draft CEQA Findings and Statement of Overriding Considerations (digital MS Word and PDF formats).*

Task 9.6 – PEIR Project Coordination (Project Management, Meetings, QA/QC)

Task 9.6.1 – PEIR Project Coordination for Extended Timeline

CONTRACTOR shall perform PEIR Project Coordination activities resulting from the extended project timeline, including on-going biweekly meetings with the County, and the additional QA/QC required throughout the duration of the targeted County's Housing Element Update. QA/QC efforts require additional efforts in particular due the complexity of the Project Description, including the two-tiered entitlement and mitigation approach, as well as the overall volume of the PEIR. The certification of the PEIR is anticipated to be complete by September 2026, and project management hours beyond the original 11-month schedule are necessary.

Deliverable:

Participate in up to twenty-two (22) County coordination calls/biweekly meetings, inclusive of coordination calls/biweekly meetings already completed

Docusign Envelope ID: 091C36D0-6918-44C9-B558-5F3947852609

beyond the original scope. As of January 2026, ten (10) of the additional coordination calls have already been completed.

Task 10 – Update to Conservation and Open Space Element

Task 10.1 - Project Initiation and Kickoff Meeting

CONTRACTOR project management team will attend a project kickoff meeting with the County. Before the meeting, CONTRACTOR will prepare an agenda and a project schedule. The purpose of the kickoff meeting will be to collect relevant project information; discuss updates required by State law; establish early communication and the protocols for ongoing communication; and familiarize the CONTRACTOR project team with the ongoing County efforts that support SB 1425.

Deliverables:

- *Agenda*
- *Project Schedule*

Task 10.2 - Draft Conservation and Open Space Element Update

Task 10.2.1 – Data Needs and Element Update Outline

CONTRACTOR will work with the County to outline the correlation between open space and existing policies in the 2010 General Plan and 1982 General Plan (including Area Plans) as well as the ongoing updates to the Housing Element, Safety Element, and a new Environmental Justice Element. CONTRACTOR is currently working on these elements and can easily correlate draft goals and policies with these ongoing efforts.

CONTRACTOR will attend one (1) meeting with the County to discuss SB 1425 and what sections of the Conservation and Open Space Element require updates to meet State law. The current element provides goals and policies for scenic resources; mineral resources; soils; marine and river resources; biological resources; cultural resources; paleontological resources; native Californian cultural sites, sacred places, and burial sites; energy resources; and air quality.

CONTRACTOR and the County will focus only on what is required to make the current element comply with SB 1425 and AB 1889. CONTRACTOR and the County will determine at this stage the structure of the element update that will inform the element release for public review.

Docusign Envelope ID: 091C36D0-6918-44C9-B558-5F3947852609

CONTRACTOR will take notes on the correlation between other elements and structure of this update at the meeting and distribute meeting notes afterwards.

Deliverables:

- *Data Needs List*
- *Notes on Correlation of Other Elements and Update Structure*

Task 10.2.2 – Administrative Draft List of Goals and Policies Updates
After receiving all data needs to be requested from the County, CONTRACTOR will prepare an Excel table with current and proposed new goals and policies to comply with SB 1425. CONTRACTOR will also strikethrough/underline changes to existing goals and policies if needed. CONTRACTOR will attend one (1) meeting with the County to discuss this administrative draft. The County will review updates and provide one (1) set of consolidated comments on the administrative draft goals and policies.

Deliverable:
One (1) Administrative Draft Excel Table with Current and Proposed Goals and Policies

Task 10.2.3 – Final List of Goals and Policies Updates
CONTRACTOR will incorporate changes in response to County's review of the administrative draft list and prepare a draft list of goals and policies for inclusion in the updated element after receipt of consolidated County comments. CONTRACTOR will attend one (1) meeting with the County to discuss changes made and resolve all issues.

Deliverable:
One (1) Final Excel Table with Current and Proposed Goals and Policies

Task 10.2.4. Administrative Draft Updated Conservation and Open Space Element
CONTRACTOR will prepare a new section to be included in the current element explaining the requirements of SB 1425. CONTRACTOR will also prepare a new section that details rewilding opportunities and establish new goal(s) and policies for rewilding. The draft list of goals and policies developed in Taks 10.2.3 will be incorporated into the draft updated Conservation and Open Space Element.

CONTRACTOR will utilize the current structure of the 2010 element and make modifications as needed. The draft updated element will focus on Monterey-specific issues and policies, programs, and plans. The

Docusign Envelope ID: 091C36D0-6918-44C9-B558-5F3947852609

relationship to Environmental Justice will focus on equitable access to open spaces building off the current work of access to parks, recreation, and amenities. The relationship to the Safety Element update will focus on the County's Community Climate Action and Adaptation Plan (CCAAP), which has already been incorporated in part into the Safety Element update, and the role of open space in climate resilience. Goal(s) and policies for rewilding will be included with a focus on future integration into an updated Land Use Element.

An Administrative Draft Updated COS Element will be provided for County review. If the County desires to make any additional updates to the current element that have occurred in the County since 2010 (adoption of the current element) for inclusion in the updated element, those updates will be provided to CONTRACT prior to or as part of County's review of the draft updated Element. The County will provide CONTRACTOR with one (1) set of consolidated comments on the administrative draft update. The County and CONTRACTOR may hold up to two (2) virtual meetings to discuss revisions and updates.

Deliverable:
One (1) Administrative Draft Updated Conservation and Open Space Element, inclusive of up to 5 new maps as needed (Word and PDF)

Task 10.2.5 – Public Draft Updated Conservation and Open Space Element

CONTRACTOR shall address one (1) set of compiled comments received from the County on the Administrivia Draft Updated COS Element and, upon confirmation by the County that that all parties who need to review the document have done so, and all consolidated comments have been provided, CONTRACTOR will revise the updated element and prepare one (1) Screencheck Draft Updated COS Element.

The CONTRACTOR shall address one (1) set of compiled comments received from the County on the Screencheck Draft Updated COS Element and prepare a Draft Updated COS Element for public review. The scope assumes all substantive edits, technical updates, and policy decisions will have been made during the Administrative Draft Updated COS Element review by the County.

Deliverables:
- *One (1) Screencheck Draft Updated COS Element (Word)*
- *One (1) Public Draft Updated COS Element for public review (Word and PDF)*

Docusign Envelope ID: 091C36D0-6918-44C9-B558-5F3947852609

Task 10.3 – Environmental Analysis (CEQA Documentation-COS)

CONTRACTOR shall analyze the Conservation and Open Space Element under the California Environmental Quality Act (CEQA), and will include this environmental review and public review within the Initial Study/Mitigated Negative Declaration (MND) already scoped for the Safety Element Update and the new Environmental Justice Element (Task 7.2). This additional cost includes additional setting information, analysis of potential open space update impacts, and response to comments that raise issues of concern.

Deliverable:

- *COS Element information and analysis incorporated into the MND and deliverables for Task 7.2.*

Task 10.4 – Final Conservation and Open Space Element Update

CONTRACTOR shall update the draft element following public review as needed based on public comment and in consultation with the County. CONTRACTOR will also incorporate updates as needed in response to CEQA issues raised as part of the MND analysis (see Task 10.3). The County will approve any changes to be made to the element prior to CONTRACTOR making changes.

CONTRACTOR shall develop one (1) Screencheck Final Updated COS Element, and County will review. This scope anticipates that screencheck review and edits will be minor in nature, and that substantive or policy issues have been discussed and addressed in prior draft iterations of the element. CONTRACTOR shall incorporate one round of comments provided by the County for the Screencheck element, and shall develop one (1) Final Updated COS Element.

Deliverables:

- *One (1) Screencheck Final Draft Updated Conservation and Open Space Element (Word)*
- *One (1) Final Updated Conservation and Open Space Element (Word and PDF).*

Task 10.5 – Stakeholder Engagement and Public Hearing Attendance

CONTRACTOR shall participate in up to two (2) stakeholder meetings regarding SB 1425 and updates to the Conservation and Open Space Element in accordance with LCI's recommendations outlined in the Discussion Draft Technical Advisory for SB 1425. The County will be

Docusign Envelope ID: 091C36D0-6918-44C9-B558-5F3947852609

responsible for identifying stakeholder participants, sending all invites, scheduling and hosting the meetings (CONTRACTOR participation virtual only), and leading engagement. CONTRACTOR will prepare a Power Point presentation for each meeting, lead the presentation with support from the County, and take notes. This effort includes additional time to make updates to the goals, policies, and draft element update in response to stakeholder feedback as well as one round of County review of each presentation.

CONTRACTOR will also be available to participate in up to two (2) public hearings to answer questions pertaining to the element update. It is anticipated this would include one (1) Planning Commission hearing and one (1) Board of Supervisors hearing.

Deliverables:

- *Power Point Presentations (one (1) draft and one (1) final PPT for each meeting)*
- *Attendance for two staff at up to two (2) public hearings*

B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENT

County shall pay an amount not to exceed **$2,105,247** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

Task	Budget	Amendment Amount	Total Budget
Task 1 – Project Management & Coordination	$186,825.25	$5,000.00	$191,825.25
Task 2 – Community Outreach and Engagement	$104,723.75	$0	$104,723.75
Task 3 – Update to the Housing Element (6th Cycle)	$735,223.50	-$8,106.00*	$727,117.50
Task 4 – Update to the Safety Element	$69,210.00	$0	$69,210.00
Task 5 – Preparation of an Environmental Justice Element	$80,642.50	$2,020.00	$82,662.50
Task 6 – Public Hearings	$22,125.00	$0	$22,125.00
Task 7 – Environmental Analysis (CEQA – Safety and Environmental Justice Elements	$39,150.00	$0	$39,150.00

Docusign Envelope ID: 091C36D0-6918-44C9-B558-5F3947852609

Task	Budget	Amendment Amount	Total Budget
Task 8 – Final Draft Hearings, Final Adoption and Certification	$10,000.00	$0	$10,000.00
Task 9 - Environmental Analysis (CEQA – Housing Element)	$489,586.00	$204,415.00	$694,001.00
Task 10 - Update to Conservation and Open Space Element	$0	$46,980.00	$46,980.00
Contingency	$352.00	$117,100.00	$117,452.00
TOTAL	**$1,737,838.00**	**$367,409.00**	**$2,105,247.00**

**Funds moved to Contingency.*

CONTRACTOR warrants that the costs 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.

CONTINGENCY FUNDS

- CONTRACTOR has included in the project's budget a contingency of $117,100 (of which $352 has been spent) to the overall cost of services to address unanticipated project tasks.
- CONTRACTOR estimated the project contingency budget needs of approximately $18,106 for Task 3, $8,000 for Task 7, $81,598 for Task 9, and $9,396 for Task 10. However, actual contingency requested usage will be based on project needs.
- CONTRACTOR shall obtain express written or email authorization from the County prior to proceeding with any additional tasks and utilizing contingency funding.

SCHEDULE

PEIR with final documents	Seven months from determination of final HEU sites and receipt of all requested data needs (not including hearings for recommendations and adoption).
Transportation Analysis	Upon final HEU sites and maximum unit calculations
Air Quality, GHG, Noise Technical Studies, and PEIR	Six weeks upon completion of Transportation Analysis

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 Multiyear Agreement (MYA) number 6748, Project name, and/or services, and associated Delivery Order number. An original invoice shall be mailed

Docusign Envelope ID: 091C36D0-6918-44C9-B558-5F3947852609

to the following address or in Portable Document Format via email to: 194-HCD-Finance@countyofmonterey.gov.

County of Monterey
Housing and Community Development (HCD) – Finance
1441 Schilling Place, 2nd Floor
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement should be directed to HCD Finance at (831) 755-4800 or via email to: 194-HCD-Finance@countyofmonterey.gov.

County may, in its sole discretion, terminate this Agreement or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

No payments in advance or in anticipation of services to be provided under this Agreement shall be made by the County.

The County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

****THIS SECTION INTENTIONALLY LEFT BLANK****

Docusign Envelope ID: 091C36D0-6918-44C9-B558-5F3947852609

****THIS PAGE LEFT BLANK INTENTIONALLY****

Attachment 2

PSA with
Harris & Associates, Inc.

****THIS PAGE INTENTIONALLY LEFT BLANK****

DocuSign Envelope ID: 442CFCD9-E114-4CBD-888F-F46EB87BFA54

COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES WITH SURVEYORS, ARCHITECTS, ENGINEERS & DESIGN PROFESSIONALS

This Professional Services Agreement ("Agreement") is made by and between the County of Monterey, a political subdivision of the State of California ("County") and: Harris & Associates, Inc. ("CONTRACTOR").

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

1. SERVICES TO BE PROVIDED. The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The services are generally described as follows:
Provide an update to the General Plan Housing and Safety Elements, and preparation of an Environmental Justice Element in a manner that is consistent with current State law.

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 $967,520.

3. TERM OF AGREEMENT. The term of this Agreement is from October 1, 2022 to September 30, 2025, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.

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 **RFP #10832, Update to the General Plan Housing and Safety Elements and Creation of an Environmental Justice Element**

5. PERFORMANCE STANDARDS.

5.01. CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

DocuSign Envelope ID: 442CFCD9-E114-4CBD-888F-F46EB87BFA54

5.03. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6. PAYMENT CONDITIONS.

6.01. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to the County. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than thirty (30) days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice as the County may require. The Contract Administrator or his or her designee shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within thirty (30) days of receiving the certified invoice.

6.02. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

7. TERMINATION.

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

7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

8. INDEMNIFICATION.

8.01 For purposes of the following indemnification provisions ("Indemnification Agreement"), "design professional" has the same meaning as set forth in California Civil Code section 2782.8. If any term, provision, or application of this Indemnification Agreement is found to be invalid, in violation of public policy or unenforceable to any extent, such finding shall not invalidate any other term or provision of this Indemnification Agreement and such other terms and provisions shall continue in full force and effect. If there is any conflict between the terms, provisions or application of this Indemnification Agreement and the provisions of California Civil Code sections 2782 or 2782.8, the broadest indemnity protection for County under this Indemnity Agreement that is permitted by law shall be provided by CONTRACTOR.

DocuSign Envelope ID: 442CFCD9-E114-4CBD-888F-F46EB87BFA54

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 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.

8.03 Indemnification for All Other Claims or Loss:
For any claim, loss, injury, damage, expense or liability other than claims arising out of CONTRACTOR's performance of design professional services under this Agreement, CONTRACTOR shall indemnify, defend and hold harmless the County, its governing board, directors, officers, employees, and agents against any claim for loss, injury, damage, expense or liability resulting from or alleging injury to or death of any person or loss of use of or damage to property, arising from or related to the performance of services under this Agreement by CONTRACTOR, its employees, subcontractors or agents, excepting only liability arising from the sole negligence, active negligence or willful misconduct of the County, or defect in a design furnished by County.

9. INSURANCE.

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

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

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

DocuSign Envelope ID: 442CFCD9-E114-4CBD-888F-F46EB87BFA54

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).

Requestor must check the appropriate Automobile Insurance Threshold:
Requestor must check the appropriate box.

☐ Agreement Under $100,000 Business Automobile Liability Insurance: Covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than $500,000 per occurrence.

☒ Agreement Over $100,000 Business Automobile Liability Insurance: Covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

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

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.

☐ 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 (3) years following the expiration or earlier termination of this Agreement.

☐ Modification (Justification attached; subject to approval).

DocuSign Envelope ID: 442CFCD9-E114-4CBD-888F-F46EB87BFA54

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 (3) years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty (30) days in advance of each endorsed reduction in coverage or limit, cancelation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

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 (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 Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five (5) calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles 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

DocuSign Envelope ID: 442CFCD9-E114-4CBD-888F-F46EB87BFA54

records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement unless the County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to 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 (3) years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three- (3-) year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04 Access to and Audit of Records. The County shall have the right to examine, monitor, and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three (3) years after final payment under the Agreement.

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, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

DocuSign Envelope ID: 442CFCD9-E114-4CBD-888F-F46EB87BFA54

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. COMPLIANCE WITH APPLICABLE LAWS.

13.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this Agreement as well as any privacy laws including, if applicable, Health Insurance portability and Accountability Act (HIPAA). CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.

13.02 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

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

15. NOTICES. Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR's Contract Administrators at the addresses listed below:

FOR COUNTY:	**FOR CONTRACTOR:**
Kathy Nielsen, Management Analyst II	Hitta Mosesman, Vice President
Name and Title	Name and Title
Housing & Community Development 1441 Schilling Place, South 2nd Floor Salinas, CA 93901-4527	Harris & Associates, Inc. 450 Lincoln Avenue, Suite 103 Salinas, CA 93901
Address	Address

DocuSign Envelope ID: 442CFCD9-E114-4CBD-888F-F46EB87BFA54

(831) 755-4832 194-HCD-Contracts@co.monterey.ca.us Phone	(949) 291-3729 Hitta.Mosesman@WeAreHarris.com Phone

16. MISCELLANEOUS PROVISIONS.

16.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.

16.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

16.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

16.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

16.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.

16.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

16.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

16.08 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

16.09 Time is of the Essence. Time is of the essence in each and all the provisions of this Agreement.

16.10 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

16.11 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

DocuSign Envelope ID: 442CFCD9-E114-4CBD-888F-F46EB87BFA54

16.12 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

16.13 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.14 Integration. This Agreement, including the exhibits, represents the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

16.15 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17. CONSENT TO USE OF ELECTRONIC SIGNATURES.

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 USC section 7001 *et seq.*; California Government Code section 16.5; and, California Civil Code section 1633.1 *et seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.02 Counterparts. The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in PDF via email transmittal.

17.03 Form: Delivery by E-Mail or Facsimile. Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in PDF by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

**********THIS SECTION INTENTIONALLY LEFT BLANK**********

DocuSign Envelope ID: 442CFCD9-E114-4CBD-888F-F46EB87BFA54

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

COUNTY OF MONTEREY	CONTRACTOR
By: DocuSigned by: Debra R. Wilson 7B741937AA0B44E... Contracts/Purchasing Officer	Harris & Associates, Inc. Contractor's Business Name*
Date: 10/5/2022	By: DocuSigned by: Hitta Mosesman 088AD2B34294427... (Signature of Chair, President, or Vice President) *
By: Department Head (if applicable)	Hitta Mosesman, Vice President Name and Title
Date:	Date: 9/12/2022
Approved as to Form Office of the County Counsel Leslie J. Girard, County Counsel[1]	
By: DocuSigned by: Kelly L. Donlon, Assistant County Counsel 22D690CA05A940B... County Counsel	By: DocuSigned by: Steve Winchester C08D0D6A9C7434F7... (Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)
Date: 9/13/2022	Steve Winchester, CFO Name and Title
Approved as to Fiscal Provisions[2]	
By: DocuSigned by: Jennifer Forsyth 4E7E657875454AE... Auditor-Controller	Date: 9/13/2022
Date: 9/13/2022	
Approved as to Liability Provisions Office of the County Counsel Leslie J. Girard, County Counsel[3]	
By: Risk Management	
Date:	

County Board of Supervisors' Agreement Number: _____

*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 the CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

[1] Approval by County Counsel is required for all Professional Service Agreements over $100,000.
[2] Approval by Auditor-Controller is required for all Professional Service Agreements.
[3] Approval by Risk Manager is required only if changes are made in paragraphs 8 or 9.

DocuSign Envelope ID: 442CFCD9-E114-4CBD-888F-F46EB87BFA54

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

To Agreement by and between
County of Monterey, hereinafter referred to as "County"
and
Harris & 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:

Task 1 – Project Management and Coordination

Task 1.1 – Kick-Off Meeting

CONTRACTOR shall lead a virtual kick-off meeting with County staff to discuss project expectations regarding coordination, preferred communication methods, frequency of communication, check-ins/report outs, deliverables, relevant documents and project information, and data needed from County staff.

***Deliverables**:*

- *CONTRACTOR shall provide one draft and one final agenda (no less than three days prior to the meeting)*
- *Summary of meeting for GPU kick-off (within one week following meeting)*

Task 1.2 – Schedule

CONTRACTOR shall, working with County staff, provide a final project schedule within 14 business days following the kick-off meeting. The schedule shall include the following tasks and milestones pursuant to State requirements:

- Project milestones (tasks) with time allotted for staff review of work products.
- A public outreach timeline with public meetings and anticipated commission and counsel hearing.
- Anticipated environmental review timeline.
- Timelines for response to CA HCD review and certification of the Housing Element, including County staff review times.

Deliverables:

- *CONTRACTOR shall provide a draft project schedule within three days prior to the kick-off meeting*
- *CONRACTOR shall provide a finalized project schedule within 14 business days following the kick-off meeting.*

DocuSign Envelope ID: 442CFCD9-E114-4CBD-888F-F46EB87BFA54

- *CONTRACTOR shall review schedules at least once per month, and provide updated schedule as needed and not less than quarterly.*

Task 1.3 – Bimonthly Status Update Meetings
CONTRACTOR shall provide bi-monthly virtual meetings with County staff, determined by County Project Manager, during the process to review project status and verify that objectives and milestones are being achieved.

Deliverable:
CONTRACTOR shall coordinate bi-monthly virtual status update meetings (up to 36).

Task 1.4 – Meeting Participation
CONTRACTOR shall be available, at the discretion of County Project Manager, to participate in and lead meetings with staff and public forums as listed below. This task includes meeting participation needed for meetings to prepare for, and leading up to, community and stakeholder meetings as described in Task 2. Meeting topic discussion will include meeting preparation (i.e., PowerPoint presentations, agendas and handouts, minutes, action items and research) and follow up in coordination with and/or as directed by County Project Manager.

CONTRACTOR shall be available for any additional briefings, study sessions, meetings and/or hearings, as needed and as budget allows.

CONTRACTOR shall respond to public or agency comments and shall be available to attend additional meetings/hearings on a time and materials basis.

CONTRACTOR shall provide a data request after the kick-off meeting.

CONTRACTOR shall prepare noticing documents for public workshops and posting to the County's website, social media accounts, and at various locations within the community.

Deliverables:
- *One kick-off meeting with County staff to finalize work scope and initial project schedule and discuss project strategy and management (see Task 1.1).*
- *Up to 36 project status update meetings (virtual) with the County designated Project Manager on a bi-monthly basis (see Task 1.3).*
- *Up to two community meetings (virtual) on the Housing Element update (see Task 2.2).*

DocuSign Envelope ID: 442CFCD9-E114-4CBD-888F-F46EB87BFA54

- *Up to two community meetings (virtual) on the Safety Element update (see Task 2.2).*
- *Up to two community meetings (virtual) on the new Environmental Justice Element (see Task 2.2).*
- *One Community Open House for public review of the draft elements (see Task 2.2).*
- *Two rounds of virtual stakeholder interviews (up to 18 group meetings) (see Task 2.3).*
- *Up to two community meetings (virtual) on rezoning (see optional Task 3.7)*
- *Up to two project briefings (virtual) each with the Board of Supervisors and Planning Commission on an as-needed basis (a total of four meetings) (see Task 2.4).*
- *Two GPU introductory sessions, one each with the Board of Supervisors and Planning Commission (see Task 2.4).*
- *Up to five virtual public hearings for Housing Element Update, Safety, Environmental Justice, Zoning, and CEQA adoption purposes with Planning Commission and Board of Supervisors (Task 6).*
- *CONTRACTOR shall coordinate with CA HCD staff on any questions related to new Housing Element requirements, respond to any CA HCD inquiries and requests for information, and shall submit the draft and final versions of the Housing Element to CA HCD for up to two Draft Housing Element submittals (Task 3.7).*

Task 2 – Community Outreach and Engagement

CONTRACTOR shall develop a program that effectively reaches, educates and engages the community throughout the update of the General Plan Elements.

CONTRACTOR shall prepare one handout for the Housing Element Update and one handout for both the Safety and Environmental Justice Elements to be used for noticing community meetings, providing web addresses for online information and general information about the Element (s).

Deliverable:

One draft and one final of a Housing Element handout and one draft and one final of a combined Safety and Environmental Justice handout.

Task 2.1 – Community Engagement Plan

CONTRACTOR shall develop a Community Engagement Plan that provides a framework and strategy for community members to be engaged in the General Plan update process.

DocuSign Envelope ID: 442CFCD9-E114-4CBD-888F-F46EB87BFA54

Deliverable:
One draft and one final Community Engagement Plan.

Task 2.2 – Community Surveys and Workshops
CONTRACTOR shall not commence work on Task 2.2 without prior written authorization from the County.

CONTRACTOR shall work with County staff to develop one Housing Element and one combined Safety/Environmental Justice community survey to gather input on issues pertinent to the Housing, Safety, and Environmental Justice Elements.

CONTRACTOR shall conduct virtual workshops focused on engaging the community to develop and review policies for the General Plan Update.

CONTRACTOR shall provide two community workshops per element (total of six) and two more for Optional Task 3.6.1, Rezoning. Community workshops will be provided has hybrid – virtual and in-person – unless COVID 19 restrictions warrant holding only virtual meetings. CONTRACTOR shall attend all meetings virtually.

CONTRACTOR shall work with County staff to determine the purpose of each meeting, including whether the meetings will be similar content/presentation at different locations and times or the meetings will provide successive information for initial input and then for focused feedback.

Deliverables:
- *One draft and one final Housing Element Community Survey.*
- *One draft and one final combined Safety/Environmental Justice Community Survey.*
- *Up to two community meetings, to be held as hybrid (virtual and in-person), for each of the three Elements to include agenda, noticing material, presentation, and workshop summary memo.*
- *Up to two community meetings, to be held as hybrid (virtual and in-person), on rezoning (see optional Task 3.6).*
- *One Community Open House.*

Task 2.3 – Stakeholder Focus Group Meetings
CONTRACTOR shall work with County staff to develop framework and logistics for two rounds of stakeholder focus group meetings (up to 18). Focus group meetings shall be hybrid virtual/in-person or virtual. unless COVID 19 restrictions warrant holding only virtual meetings.

DocuSign Envelope ID: 442CFCD9-E114-4CBD-888F-F46EB87BFA54

CONTRACTOR shall attend all meetings virtually.

County staff shall identify and contact all appropriate groups to schedule and setup focus meetings. Below is a preliminary list of proposed stakeholder focus groups:

- Housing advocacy groups
- Renters
- Businesses and economic industry groups
- Property Owners (Task 3.4.3)
- Development community, including affordable housing developers
- Non-profit organizations & service providers
- Community groups, leaders and civic organizations
- Elementary and secondary schools
- Colleges and universities
- Youths
- Local agencies and utilities
- Health and wellness organizations and service providers
- Climate advocacy groups

Deliverable:
Two rounds of stakeholder focus group meetings (up to 18), including agenda, points for discussion and meeting summary memo (one draft and one final of all documents).

Task 2.4 – County Leadership Meetings
CONTRACTOR shall attend up to six briefings and introductory sessions with the Board of Supervisors and Planning Commission during the GPU process and provide support to County staff.

CONTRACTOR will provide support in the form of one draft and one final PowerPoint presentation for each meeting as directed by County staff.

Deliverable:
Attendance and support for up to nine briefings and meetings Board of Supervisors and Planning Commission on an as needed basis (up to nine).

Task 2.5 – Messaging and Materials
CONTRACTOR shall prepare content for General Plan Update web page – this includes general content such as an overview of the Housing, Safety, and Environmental Justice Elements, a summary of community outreach to date, outreach materials, and link to surveys. This task does not include creating the dedicated web page or uploading the content.

DocuSign Envelope ID: 442CFCD9-E114-4CBD-888F-F46EB87BFA54

CONTRACTOR shall also prepare content for social media posts for the County's Facebook, Twitter, and Instagram accounts to keep the community updated on the GPU progress and notify the community of engagement opportunities.

CONTRACTOR will prepare content for email blasts to interest lists as needed.

Deliverable:
One draft and one final version of website content for GPU page, content for social media posts and content for email blasts to interest lists.

Task 3 – Update to the Housing Element (Sixth Cycle)

Task 3.1 – Existing Housing Conditions and Need (including Special Housing needs)
CONTRACTOR shall not commence work on Task 3.1 without prior written authorization from the County.

Task 3.1.1 – Community Profile/Housing Needs
CONTRACTOR shall develop the Community Profile section for the Housing Element. In order to develop this section, the CONTRACTOR shall do the following:

CONTRACTOR shall provide jurisdiction-specific graphs and write-ups with supporting data, including population, demographic, housing, market conditions and regional comparisons.

CONTRACTOR shall gather data to provide analysis of the availability, adequacy and affordability of housing.

CONTRACTOR shall develop a current housing inventory and evaluate housing conditions and needs through data sources and public engagement.

CONTRACTOR shall draft a housing needs assessment to identify the following:
- Population, demographic and employment trends
- Special housing needs and its relation to fair housing
- Existing housing stock characteristics

DocuSign Envelope ID: 442CFCD9-E114-4CBD-888F-F46EB87BFA54

Deliverable:
One draft and one final Community Profile section (to be incorporated into the Administrative Draft Housing Element).

Task 3.1.2 – Housing Resources
CONTRACTOR shall develop the Housing Resources section for the Housing Element. In order to develop this section, the CONTRACTOR shall do the following.

CONTRACTOR shall research, identify and document all available programmatic, physical (land) and financial housing related resources.

CONTRACTOR shall evaluate existing policies and analyze resources to include the following:
- Funding resources
- Regulatory incentives for housing
- Residential development energy conservation opportunities
- Opportunities for furthering fair housing

Deliverable:
One draft and one final Housing Resources section (to be incorporated into the Administrative Draft Housing Element)

Task 3.1.3 – At-Risk Affordable Units
CONTRACTOR shall draft a stand-alone At-Risk Affordable Units section to identify existing income-restricted and assisted housing developments eligible to change designation from very low, low and/or moderate-income housing during the Housing Element planning period (i.e., at-risk units).

CONTRACTOR shall include a cost analysis for extending covenants and replacing at-risk affordable units.

Deliverable:
One draft and one final At-Risk Affordable Units section (to be incorporated into the Administrative Draft Housing Element)

Task 3.2 – Housing Constraints
CONTRACTOR shall not commence work on Task 3.2 without prior written authorization from the County.

CONTRACTOR shall develop the Housing Constraints section for the Housing Element. In order to develop this section, the CONTRACTOR will do the following.

DocuSign Envelope ID: 442CFCD9-E114-4CBD-888F-F46EB87BFA54

CONTRACTOR shall identify potential and actual governmental and nongovernmental constraints and impediments to housing for the production, maintenance, and improvement of housing across income levels within the County.

CONTRACTOR shall provide cross-jurisdictional comparisons with several Monterey County cities of fees only, as this information is publicly available on city websites as required by State law.

CONTRACTOR shall provide write ups of countywide non-governmental constraints, which typically includes community opposition to housing, cost of construction, limited availability of land and other topics.

Deliverable:
One draft and one final Housing Constraints section (to be included in the Administrative Draft Housing Element)

Task 3.3 – Review of the Existing Housing Element
CONTRACTOR shall develop the Fifth Cycle Review section for the Housing Element. In order to develop this section, the CONTRACTOR will do the following.

CONTRACTOR shall review the current Housing Element (Fifth Cycle) and identify the County's success in accomplishing/implementing the identified goals, policies, and programs; provide explanations and updates where goals, policies or programs are in progress, have been abandoned or have not proven effective.

CONTRACTOR shall finalize an overview of the adopted Housing Element and include requirements for coastal zone communities pursuant to California Government Code section 65588 (c) and (d).

Deliverable:
One draft and one final Fifth Cycle Review section (to be incorporated into the Administrative Draft Housing Element).

Task 3.4 – Sites Inventory
CONTRACTOR shall develop the Regional Housing Needs Assessment (RHNA) Inventory, Property Owner Outreach Materials (limited to an email to property owners, a list of talking points, an agenda and a PowerPoint presentation), and Site Inventory and Analysis section for the Housing Element, which includes review and analysis of vacant and underutilized sites to accommodate the Sixth Cycle RHNA allocation.

DocuSign Envelope ID: 442CFCD9-E114-4CBD-888F-F46EB87BFA54

This task shall begin immediately following the finalization of the Community Engagement Plan.

Task 3.4.1 – Adequate Sites Analysis
CONTRACTOR shall analyze the vacant and non-vacant land inventory from the existing Housing Element to determine

- Sites developed with housing since the adoption of the Fifth Cycle housing Element.
- Number of units constructed, under construction and/or approved on the sites.
- The income levels for all units.

CONTRACTOR shall use the sites inventory and analysis to prepare a comparison of the relationship between the projected housing needs and the dwelling unit capacity and availability of services to said sites.

Task 3.4.2 – Develop Draft RHNA Land Inventory
CONTRACTOR shall work with County staff to develop criteria and prepare a draft RHNA land inventory listing and map to use during stakeholder outreach. The draft RHNA Land Inventory will identify the development potential for possible housing sites to be vetted through the property owner outreach process described in Task 3.4.3.

Task 3.4.3 – Conduct Outreach to Property Owner Identified in Draft RHNA Land Inventory
CONTRACTOR shall develop an agenda and list of questions and talking points for the property owner meetings.

CONTRACTOR shall, working with County staff, develop an initial email or letter to property owners identified in the Draft RHNA Land Inventory.

CONTRACTOR shall provide a brief PowerPoint presentation for use at the property owner meetings.

Task 3.4.4 – Prepare Final RHNA Inventory
CONTRACTOR shall prepare a final RHNA Land Inventory spreadsheet containing the State-mandated data for all sites.

Deliverable:
One draft and one final RHNA Inventory, Property Owner Outreach Materials, and Site Inventory and Analysis section of the Housing Element (to be incorporated into the Administrative Draft Housing Element).

DocuSign Envelope ID: 442CFCD9-E114-4CBD-888F-F46EB87BFA54

Task 3.5 – Goals, Policies, Programs and Quantified Objectives
CONTRACTOR shall develop the Housing Plan section for the Housing Element. In order to develop this section, the CONTRACTOR will do the following:

- CONTRACTOR shall, working with County staff, formulate an implementation plan with achievable housing policies and quantified objectives.
- CONTRACTOR shall review existing goals and policies of the current housing element to determine additions, deletions, or modifications.
- CONTRACTOR shall identify other General Plan policy updates or revisions needed to ensure consistency.

Deliverable:
One draft and one final Housing Plan section (to be incorporated into the Administrative Draft Housing Element).

Task 3.6 – Affirmatively Furthering Fair Housing (AFFH)
CONTRACTOR shall not commence work on Task 3.6 without prior written authorization from the County.

CONTRACTOR shall develop the AFFH section for the Housing Element, ensuring the AFFH section meets mandated requirements and standards set by the HUD AFFH Rule and AB 686.

Deliverable:
One draft and one final AFFH section (to be incorporated into the Administrative Draft Housing Element).

3.7 - Rezoning
CONTRACTOR shall work with County staff to identify if additional area is needed to be rezoned to accommodate the RHNA numbers. If additional areas are needed, CONTRACTOR shall work with County staff to identify potential areas for rezoning. This must include consideration of the State requirement for maintaining an adequate housing sites inventory throughout the eight-year planning period.

CONTRACTOR shall provide a revised scope of work and cost estimate for Task 3.7 to reflect the effort required to complete this task. The CONTRACTOR'S scope of work assumes a very limited rezoning effort and cannot begin work without defining the scope which will not be known until the Sites Inventory is finalized.

DocuSign Envelope ID: 442CFCD9-E114-4CBD-888F-F46EB87BFA54

Deliverable:
One First Administrative Draft, one Second Administrative Draft and one Public Review Draft Zoning Ordinance Amendment (ZOA) with zoning map.

Task 3.8 – Draft and Final Housing Element
CONTRACTOR shall prepare and submit an Administrative Draft Housing Element for County staff review and edit.

CONTRACTOR shall prepare five (three full documents) Draft Housing Elements to include:

- One Administrative Draft for County staff and legal counsel review and comment (in sections).
- One Draft Housing Element for public distribution that incorporates staff and legal counsel comments for submission to the Planning Commission and other committees, as needed, prior to submission to CA HCD.
- One Revised Draft Housing Element that incorporates the comments from the Planning Commission and other committees.
- Two additional Revised Draft Housing Element documents that incorporate edits/other information per CA HCD findings.

CONTRACTOR shall work closely with County staff and CA HCD to respond to comments received from the public and CA HCD to make edits to the Administrative Draft document in preparation of a Draft Housing Element as part of two submissions to CA HCD.

CONTRACTOR shall work closely with County staff to respond to comments received from the Planning Commission and other committees to make edits to the Draft Housing Element in preparation of a Revised Draft document.

CONTRACTOR shall provide Revised Draft Housing Element documents for two subsequent CA HCD submittals following the initial submittal and review, and prior to the Final Housing Element.

CONTRACTOR shall attend Board of Supervisors public hearing(s) virtually to receive the Final Housing Element.

Deliverables*:*

- *One Administrative Draft and four Revised Draft Housing Element documents.*
- *One Final Housing Element.*

DocuSign Envelope ID: 442CFCD9-E114-4CBD-888F-F46EB87BFA54

Task 4 – Update to the Safety Element

Task 4.1 – Review of the existing Safety Element

CONTRACTOR shall review, evaluate, and update the current Safety Element to determine and ensure its compliance with State law.

CONTRACTOR shall work with County staff to incorporate relevant new information from the 2022 Monterey County Multi-Jurisdictional Hazard Mitigation Plan Volume 1 and Annex A of Volume 2.

Task 4.2 – Provide Recommendations

CONTRACTOR shall, after review of existing County's Safety Element, provide list of any corrections that must be made to text and/or exhibits in the Safety Element to bring it into compliance with State law.

Deliverable:

List of recommendations on topic and revisions.

Task 4.3 – Draft Safety Element Update

CONTRACTOR shall work with County staff to update the Safety Element to ensure consistency with other General Plan elements and other planning documents, and to ensure compliance with State law.

Task 4.3.1 – Safety Element Kick-Off

CONTRACTOR shall coordinate a virtual kick-off meeting with County staff to confirm scope and timeline, review proposed updates and recommendations to the existing Safety Element.

Deliverables:

- *One draft and one final Agenda*
- *Summary of meeting for Safety Element kick-off meeting*

Task 4.3.2 – Plan Review and Data Collection

CONTRACTOR shall prepare a request for information to include GIS data maintained by the County on critical facilities, emergency response facilities, and natural hazards.

CONTRACTOR shall evaluate existing data and identify additional data needs.

Deliverables:

- *Request for Information (RFI)*
- *Summary of identified data gaps*

DocuSign Envelope ID: 442CFCD9-E114-4CBD-888F-F46EB87BFA54

Task 4.3.3 – Mapping and Hazard Profiles

CONTRACTOR shall update existing Safety Element maps as needed and prepare new maps and exhibits for natural hazards, climate change, emergency preparedness and hazardous materials.

CONTRACTOR shall assimilate locations of critical buildings and compare to particular hazard zones.

CONTRACTOR shall prepare a profile or description of each hazard to be addressed in the Safety Element and revise maps based on feedback.

Deliverables:

- *Draft and revised maps and exhibits*
- *Draft and revised hazard profiles*

Task 4.3.4 – Safety Committee Meetings

CONTRACTOR shall work with County staff to identify appropriate subject matter experts, including fire marshals, sheriff, and emergency managers to serve on the Safety Committee.

CONTRACTOR shall coordinate and facilitate two virtual Safety Committee meetings through the Safety Element update process, including one internal review meeting with County staff and the Safety Committee to review hazard profiles and draft maps.

Deliverable:

Two Safety Committee meetings (agendas, presentations, and meeting summaries)

Task 4.3.5 – Draft Safety Element

CONTRACTOR shall prepare an Administrative Draft Safety Element to include all text and graphics to facilitate a "user friendly" document for County staff and legal counsel review and comment.

CONTRACTOR shall update areas of the existing Safety Element as needed and address requirements of State law for preparation of an Administrative Draft Safety Element.

CONTRACTOR shall work closely with County to incorporate comments received from legal counsel, public, Safety Committee, and state agencies into the Administrative Draft Safety Element.

DocuSign Envelope ID: 442CFCD9-E114-4CBD-888F-F46EB87BFA54

CONTRACTOR shall prepare the following to include, though not limited to, in the Administrative Draft Safety Element: Natural Hazard Maps, Vulnerability Assessment, Emergency Evacuation Analysis, List of Emergency Response Services, and Hazardous Materials Policies.

CONTRACTOR shall prepare a list of new and revised goals and policies for inclusion in the Administrative Draft Safety Element.

Deliverables:

- *One Draft and one Revised Draft matrix of updated goals and policies*
- *One Administrative Draft Safety Element (internal review)*

Task 4.4 – Final Safety Element and Hearings

CONTRACTOR shall prepare and submit two Draft Safety Element documents for County staff review and edit

- One Draft Safety Element for public review that incorporates comments from staff, legal counsel, public, and Safety Committee provided on the Administrative Draft. The public review Draft Safety Element will be sent to state agencies for review.
- One Revised Draft Safety Element that incorporates comments from the Planning Commission and other committees, as needed.

CONTRACTOR shall incorporate County staff feedback from the Administrative Draft Safety Element in preparation of a Draft Safety Element for public review to be posted to the County's website.

CONTRACTOR shall coordinate with California Geological Survey and with the State Board of Forestry (CalFire) for consultation to review an Administrative Draft Safety Element, as required by Government Code.

CONTRACTOR shall provide the Draft Safety Element for submission to the California Geological Survey and the Board of Forestry for submittal and review.

CONTRACTOR shall work closely with County staff to respond to comments received from the Planning Commission and other committees to make edits to the Revised Safety Element in preparation of a Final document.

CONTRACTOR shall prepare a Final Safety Element.

CONTRACTOR shall attend Board of Supervisors public hearing(s) to receive the Final Safety Element.

DocuSign Envelope ID: 442CFCD9-E114-4CBD-888F-F46EB87BFA54

Deliverables:

- *One Draft Safety Element.*
- *One Revised Draft Safety Element.*
- *One Final Safety Element.*

Task 5 – Preparation of an Environmental Justice Element

CONTRACTOR shall work with County staff to draft an Environmental Justice Element to ensure alignment with other General Plan elements and planning documents.

CONTRACTOR shall conduct an initial assessment of disadvantaged communities within the County.

Task 5.1 –Establish Community Advisory Committee (CAC)
CONTRACTOR shall work with County staff to identify and recruit community representatives, members and activists; community-based organizations; public health officials, and other under-represented groups.

Deliverable:
List of potential community organizations, interest form, application (if needed), invitation to join the CAC.

Task 5.2 – Environmental Justice Element Kick-Off Meeting
CONTRACTOR shall coordinate a virtual kick-off meeting with County staff to review and finalize the scope of work and request data from the County.

CONTRACTOR shall provide recommendations for the format of the Environmental Justice Element.

Deliverables:

- *One draft and one final Agenda*
- *Summary of meeting for Environmental Justice Element kick-off.*

Task 5.3 – Identify Disadvantaged Communities
CONTRACTOR shall use existing tools, including though not limited to, the SB 1000 Toolkit, CalEnviroScreen 4.0, and California Air Resources Board Priority Population Investment Areas map.

Deliverable:
Maps identifying disadvantaged communities.

Task 5.4 – Policy Review and Existing Conditions Assessment

DocuSign Envelope ID: 442CFCD9-E114-4CBD-888F-F46EB87BFA54

CONTRACTOR shall prepare an Existing Conditions Assessment from review of County documents, including though not limited to, the General Plan to assess existing disadvantaged communities with respect to the environmental justice categories of:

- Pollution exposure
- Access to public facilities
- Access to healthy food
- Access to opportunities for physical activity
- Access to safe and sanitary homes
- Unique or compounded health risks, including exposure to climate-driven hazards
- Civic Engagement

CONTRACTOR shall identify localized data and indicators to adequately assess the disproportionate effects of environmental burdens on existing disadvantaged communities in the County.

Deliverable:
Draft Existing Conditions Assessment

Task 5.5 – Community Advisory Committee (CAC) Meetings
CONTRACTOR shall convene and facilitate three CAC meetings:

- Kick-Off
- Present Public Engagement Plan and Existing Conditions
- Present results of community engagement efforts and solicit feedback on proposed objectives and policies

Deliverable:
Three CAC meetings (invitations, agendas, presentations, meeting summaries, and attendance sheets)

Task 5.6 – Develop Public Engagement Plan
CONTRACTOR shall develop a Public Engagement Plan influenced significantly by feedback from the first CAC meeting.

Deliverables:

- *One Draft Public Engagement Plan*
- *One Final Public Engagement Plan*

Task 5.7 – Implement Public Engagement Plan
CONTRACTOR shall lead the implementation of the Public Engagement Plan upon its approval.

DocuSign Envelope ID: 442CFCD9-E114-4CBD-888F-F46EB87BFA54

CONTRACTOR shall be responsible for the development of web-page content, one community survey, and up to two hybrid community workshops.

Deliverable:
Project web-page content, draft community survey, and community workshop invitation, agenda, presentation, meeting minutes, and attendance sheet.

Task 5.8 – Develop Goals and Policies
CONTRACTOR shall develop a list of proposed environmental justice objectives and policies per Environmental Justice categories.

CONTRACTOR shall coordinate with the County staff to incorporate environmental justice goals and policies relevant to the other General Plan elements into each respective element update.

Deliverable:
Matrix of Goals and Policies, organized by Environmental Justice category.

Task 5.9 – Draft Environmental Justice Element
CONTRACTOR shall prepare a standalone Draft Environmental Justice Element featuring objectives and policies that reduce the unique or compounded health risks in disadvantaged communities.

CONTRACTOR shall address in the Draft Environmental Justice Element how the resulting Environmental Justice policies interact with other General Plan Element policies.

CONTRACTOR shall include in the Draft Environmental Justice Element recommendations for implementation that ensure improvements and investments are prioritized in the County's disadvantaged communities.

Deliverable:
Draft Environmental Justice Element

Task 5.10 – Revision to Draft Environmental Justice Element/Final
CONTRACTOR shall work closely with County staff to prepare a Revised Draft Environmental Justice Element that incorporates comments received from the CAC members, public, the Planning Commission, other committees, and County counsel on the Draft document.

DocuSign Envelope ID: 442CFCD9-E114-4CBD-888F-F46EB87BFA54

CONTRACTOR shall attend Board of Supervisors public hearing(s) to receive the Final Environmental Justice Element

Deliverables:

- *Revised Draft Environmental Justice Element*
- *Final Environmental Justice Element*

Task 6 – Public Hearings

CONTRACTOR shall coordinate with County staff on presenting the draft General Plan Elements to the Planning Commission and Board of Supervisors at public hearings.

Deliverable:

Assistance and support for up to five public hearings (one draft and one final of each).

Task 7 – Environmental Analysis (CEQA Documentation)

CONTRACTOR shall prepare all required documents for California Environmental Quality Act (CEQA) review and submittal, including the Initial Study, Mitigated Negative Declaration or Environmental Impact Report, and CEQA Determination.

Task 7.1 – Housing Element Statutory Exemption

CONTRACTOR shall prepare a Notice of Exemption to be filed with the County Clerk upon approval of the Housing Element in December 2023.

Deliverable:

Notice of Exemption

Task 7.2 – Mitigated Negative Declaration (MND) for the Safety and Environmental Justice Elements

CONTRACTOR shall prepare a CEQA MND for the Safety and Environmental Justice Elements in accordance with CEQA Guidelines Section 15063 and Appendix G.

Deliverables:

- *Electronic copies of the First Draft IS/MND*
- *Second Draft IS/MND*
- *Public Review Draft IS/MND*
- *Notice of Intent*
- *Notice of Completion/SC Environmental Summary Form*
- *Draft and Final Responses to Comments Memo*
- *Draft and Final MMRP*

DocuSign Envelope ID: 442CFCD9-E114-4CBD-888F-F46EB87BFA54

- *Final IS/MND*
- *Notice of Determination*

Task 8 – Final Draft Hearings, Final Adoption and Certification

CONTRACTOR shall participate in phone calls with CA HCD staff.

CONTRACTOR shall help coordinate the Housing Element certification with CA HCD to achieve full compliance with the State housing element law after adoption by the County.
CONTRACTOR shall help coordinate the Safety Element Update and Environmental Justice Element final document submittals to water/sewer districts and California Office of Planning and Research to achieve full compliance with the Government Code after adoption by the County.

Deliverable:
One final version Housing and Safety Element Updates and Environmental Justice Element

****THIS SECTION INTENTIONALLY LEFT BLANK****

****THIS PAGE INTENTIONALLY LEFT BLANK****

DocuSign Envelope ID: 442CFCD9-E114-4CBD-888F-F46EB87BFA54

EXHIBIT B – INCORPORATION OF REQUEST FOR PROPOSALS (RFP) #10832 AND STATEMENT OF QUALIFICATION DOCUMENTS

The County invited submittals to Request for Proposals (RFP) through RFP #10832, Update to the General Plan Housing and Safety Elements, and the Preparation of an Environmental Justice Element. Harris & Associates, Inc., submitted a responsive and responsible Statement of Proposal to perform the services listed in RFP #10832.

RFP #10832 and the Statement of Proposal submitted by Harris & Associates, Inc., on file with the Housing and Community Development Department are hereby incorporated into the Agreement by this reference.

****THIS PAGE INTENTIONALLY LEFT BLANK****

Attachment 3

Amendment No. 1 to PSA with
Harris & Associates, Inc.

****THIS PAGE INTENTIONALLY LEFT BLANK****

DocuSign Envelope ID: 4048F229-3409-4414-8655-6D3A4A391BDD

AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
HARRIS & ASSOCIATES, INC.

THIS AMENDMENT NO. 1 to Professional Services Agreement No. A-16047 between the County of Monterey, a political subdivision of the State of California ("County") and Harris & Associates, Inc. ("CONTRACTOR"), is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into Professional Services Agreement No. A-16047 with the County on October 5, 2022 ("Agreement") to provide an update to the General Plan Housing and Safety Elements and preparation of an Environmental Justice Element in a manner consistent with current State law ("Project") through September 30, 2025, for an amount not to exceed $967,520;

WHEREAS, additional time and funding are necessary to prepare the Project's Program Environmental Impact Report (PEIR) for the County's 6th Cycle Housing Element Update;

WHEREAS, the Parties wish to expand the scope of services through additional subtasks under Task 7 – Environmental Analysis (CEQA Documentation);

WHEREAS, the Parties wish to remove subtask 7.1 – Housing Element Statutory Exemption and renumber subtask 7.2 – Mitigated Negative Declaration (MND) for the Safety and Environmental Justice Elements to 7.13; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term two (2) years to September 30, 2027 and increase the Agreement amount of $967,520 by $625,734 for a new not to exceed amount of $1,593,254.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend Section 2, "PAYMENTS BY COUNTY," second sentence, to read as follows:

   The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of $1,593,254.

2. Amend the first sentence of Section 3, "TERM OF AGREEMENT," to read as follows:

   The term of this Agreement is from October 5, 2022 to September 30, 2027 unless sooner terminated pursuant to the terms of this Agreement.

3. Amend Section 4, Additional Provisions/Exhibits, to include Exhibit A-1, Scope of Services/Payment Provisions.

DocuSign Envelope ID: 4048F229-3409-4414-8655-6D3A4A391BDD

4. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.

5. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

****THIS SECTION INTENTIONALLY LEFT BLANK****

DocuSign Envelope ID: 4048F229-3409-4414-8655-6D3A4A391BDD

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By: DocuSigned by: Tom Spencer 30E2B0DA0D5F4F5... Contracts/Purchasing Officer

Date: 5/15/2024

By: N/A
Craig W. Spencer, Director

Date:

Approved as to Form

County Counsel
Susan K. Blitch, Acting County Counsel

By: DocuSigned by: Kelly L. Donlon 22D6B3D9A9404... Kelly Donlon, Assistant County Counsel

Date: 4/19/2024

Approved as to Fiscal Provisions

By: DocuSigned by: Patricia Ruiz E79EF64E57A54F3... Auditor/Controller

Date: 4/19/2024

Approved as to Liability Provisions

By: N/A
David Bolton, Risk Manager

Date:

HARRIS & ASSOCIATES, INC.

By: DocuSigned by: FRANK LOPEZ 30E2B0DA0D5F4F5... (Chair, President, or Vice President)

Frank S. Lopez, Vice President
Name and Title

Date: 4/19/2024

By: DocuSigned by: Preston Hatch 6C3C7A72D4A34... (Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Preston Hatch, CFO
Name and Title

Date: 4/19/2024

County Board of Supervisors' Agreement Number: _____ approved on _____.

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

EXHIBIT A-1 – SCOPE OF WORK/PAYMENT PROVISIONS

To Agreement by and between
County of Monterey, hereinafter referred to as "County"
and
Harris & 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:

Task 7.1 – Programmatic Environmental Impact Report (PEIR) Initiation and Kickoff Meeting
CONTRACTOR shall prepare for and attend a PEIR kickoff meeting (virtual) with County staff.

Deliverables:
- *PEIR Kick-off Meeting (virtual).*
- *Agenda and PEIR Schedule.*

Task 7.2 – Notice of Preparation and Scoping Meeting
CONTRACTOR shall prepare a NOP for a 30-day public review to obtain input on environmental topics to be addressed in the Draft Program Environmental Impact Report (PEIR).

CONTRACTOR anticipates the project requiring an Environmental Impact Report (EIR), as such an Initial Study will not be prepared.

CONTRACTOR shall reproduce, and in consultation with the County, develop a distribution list and distribute the NOP to responsible and trustee agencies and other special interest groups and individuals.

County shall be responsible for all newspaper notices, direct mailings, and posting to the County's website.

CONTRACTOR shall review all comments received at the end of the 30-day review period and prepare a report memorandum summarizing the comments, key issues, and alternatives identified.

CONTRACTOR shall review comments with the County and confirm the PEIR scope of work.

CONTRACTOR shall organize and catalog the NOP comments into an appendix to the PEIR.

Deliverables:

- *Distribution List (PDF format).*
- *Administrative Draft of the NOP(digital MS Word format).*
- *Final Draft of the NOP (digital MS Word format).*
- *Summary memorandum of NOP Comments as appendix to PEIR (digital MS Word and PDF formats).*

Task 7.3 – Scoping Meeting

CONTRACTOR shall attend a public scoping meeting during the 30-day NOP review period and record comments. The meeting will be noticed as part of the NOP and is anticipated to be held virtually. CONTRACTOR will work with the County if an in-person meeting is desired.

CONTRACTOR shall prepare a presentation for the public scoping meeting describing the California Environmental Quality Act (CEQA) process and present a preliminary list of environmental topics to be addressed in the Draft PEIR.

CONTRACTOR shall facilitate the virtual, or in-person, public scoping meeting using the presentation and solicit input regarding the environmental topics. An in-person meeting may require additional scoping by CONTRACTOR.

CONTRACTOR shall, during the meeting, transcribe verbal public comments into written notes; compile the list of environmental topics requested for the Draft PEIR, and provide a summary of the comments to the County.

Deliverables*:*

- *Attendance at one (1) virtual public scoping meeting.*
- *Prepare materials for and conduct a public scoping meeting.*
- *Summary of comments from the public scoping meeting delivered to the County (digital MS Word and PDF formats).*

Task 7.4 – Technical Studies

7.4.1 – Air Quality Technical Report

CONTRACTOR shall assess the air quality impacts associated with the changes identified in the 6th Cycle Housing Element Update (HEU).

CONTRACTOR shall include modeling data as an appendix to the PEIR. Hot spot modeling data will not be included.

CONTRACTOR shall not include air dispersion modeling for health risk assessment and assumes that health risks will be addressed based on existing General Plan policies and the result of the modeling described detail.

CONTRACTOR shall:
Provide a brief overview of the existing air quality in the North Central Coast Air Basin in the vicinity of the Project Sites, including existing pollutant levels at nearby air quality monitoring stations to establish the baseline of air pollutant emissions in the County.

Provide an overview of standards and policies relevant to the criteria pollutant analysis, including the National Ambient Air Quality Standards (NAAQS) and the California Ambient Air Quality Standards (CAAQS).

Estimate construction emissions for proposed land use and zoning changes based on worst-case annual estimate construction scenario, addressing heavy equipment exhaust and fugitive dust. Construction emissions will be estimated using the most current version of the California Emissions Estimator Model (CalEEMod).

Use the most current version of CalEEMod to estimate existing criteria pollutant emissions based on land use information provided by the County and vehicle miles traveled (VMT) information provided by CONTRACTOR.

Use the most current version of CalEEMod to quantify operational emissions from build out of the proposed land use and zoning changes that may result from the HEU. Vehicular emissions will be based solely on traffic information provided by CONTRACTOR, including VMT. It is assumed the traffic information will consider access to alternative transportation options, such as walkability.

Compare future buildout emission estimates to existing conditions (baseline) to estimate the potential net change in emissions. Evaluate the significance of construction emissions and net operation emissions based on the Monterey Bay Air Resources District CEQA Guidelines.

Mitigation measures, if necessary, will consist of program-level best management practices for future projects. Mitigation measures will be quantified to the extent available using the most current version of CalEEMod model.

Prepare the draft air quality technical analysis and submit to the County for review and prepare one (1) set of revisions within the limits of an eight-hour professional staff budget.

Deliverables:
- *Administrative draft of air quality analysis (digital MS Word format).*
- *Final draft of air quality analysis (digital MS Word and PDF formats).*
- *Supporting data as appendix to the PEIR (PDF format).*

7.4.2 – Biological Resources Technical Report (BRTR)
CONTRACTOR shall prepare a BRTR. Tasks are as follows:

CONTRACTOR shall review County information and accessible reports for the Project. Data reviewed will include databases such as Geographic Information Source (GIS), California Department of Fish and Wildlife's (CDFW) California Natural Diversity Database (CNDDB), US Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPaC) species records, the California Native Plant Society's Electronic Inventory (CNPSEI), and the USFWS National Wetland Inventory. In addition, US Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) soil survey data and historic aerial maps will be reviewed.

Following desktop review, CONTRACTOR shall prepare a programmatic BRTR. The BRTR will detail the methods and results of the habitat assessment, document applicable regulations, summarize the existing biological conditions of the County, and provide a programmatic approach that includes a mitigation framework for sensitive species and habitats.

The BRTR will provide a programmatic-level assessment of the vegetation communities/habitats in the County and provide a large-picture view of potential impacts to any sensitive habitats.

The BRTR will provide recommendations for mitigation for potential sensitive habitat (and species) impacts, if appropriate.

The BRTR will include figures and data tables. This task also includes collecting, organizing, and digitizing appropriate resource records and making the data available in digital/GIS format.

The BRTR will comply with any necessary local, state, and federal guidelines for the purposes of supporting the CEQA analysis and mitigation framework from a programmatic standpoint.

CONTRACTOR assumes only one (1) round of revisions will be needed to finalize the BRTR based on comments from the County. Additional revisions may require a budget increase to cover additional review(s), subject to County approval.

Assumptions:

- CONTRACTOR assumes that the County will provide any documentation or data required to compile the programmatic BRTR in a timely manner.
- An in-field assessment of potential resources in the County (biological reconnaissance) is not necessary. If biological reconnaissance surveys are deemed necessary, CONTRACTOR shall request prior County

approval for additional task(s) and prior authorization to use the contingency budget.

Deliverable:

- *Administrative Draft summary analysis of the programmatic BRTR (digital MS Word format).*
- *Final Draft summary analysis of the programmatic BRTR (digital MS Word and PDF formats).*
- *Programmatic BRTR as appendix to the PEIR (PDF format).*

7.4.3 – Cultural and Tribal Cultural Resources Technical Report

CONTRACTOR shall prepare a cultural, tribal, and historical resources analysis to include the following tasks:

Conduct a records search at the Northwest Information Center to identify any previously recorded sites or previous studies conducted within the project area. The records search will include a review of all maps and files housed at Northwest Information Center related to the project area. During the records search, CONTRACTOR will determine if any previously recorded cultural resources identified within the project area are listed in the National Register of Historic Places (NRHP) or the California Register of Historical Resources (CRHR).

Request a search of the Sacred Lands File be conducted by the California Native American Heritage Commission (NAHC) to identify any areas of Native American heritage significance.

The consultation notification letter must be sent by the County; therefore, CONTRACTOR will assist the County in preparation for formal government-to-government consultation (AB 52 and SB 18). Anticipated Hours: 3

Develop the Cultural Resources Technical Report (CRTR). The Regulatory Setting section will address all relevant local, state, and national regulations and guidelines for cultural resources.

The Historical Resources section will identify known CEQA historical resources, as identified in the records search, prior County surveys, and lists of historical resources maintained by the County. This section will provide a summary of the types of historical resources based on a review of Northwest Information Center and County records.

A map illustrating known historical resources (architectural only) and an archaeological sensitivity map (archaeological only) will be included.

The Impacts and Mitigation section will define the significance thresholds for adverse impacts under CEQA to cultural resources within the County. Specific project impacts will not be addressed, only broad potential for impacts on types of resources and/or types of projects. Mitigation Measures will be identified to

reduce impacts as applicable and will include those adopted by the County regarding cultural resources. Recommendations will include policies that would foster the preservation of known resources.

Deliverables:

- *Draft and Final Area of Potential Effect (APE) map (PDF and/or GIS).*
- *Administrative Draft summary analysis of Cultural Resources Technical Report (CRTR) including Confidential Appendices (digital MS Word format).*
- *Final Draft summary analysis of CRTR including Confidential Appendices (digital MS Word and PDF formats).*
- *CRTR as appendix to the PEIR (PDF format).*

Task 7.5 – Greenhouse Gas (GHG) Emissions Technical Memorandum

CONTRACTOR shall prepare a GHG Emissions analysis to assess the GHG impacts associated with the proposed changes identified in the HEU. The analysis will provide technical background information in support of the GHG impacts analysis as an appendix to the PEIR. Tasks include the following:

Provide a description of the most common GHG constituents and summarize applicable legislation that pertains to GHG emissions, such as Assembly Bill 1279 and Senate Bill 32.

Conduct an inventory of GHGs for construction of the project that will focus on the three types of GHG emissions anticipated to be generated by the project including carbon dioxide, methane, and nitrous oxide.

Use the most current version of CalEEMod to estimate existing and buildout GHG emissions from land use operation.

Evaluate the project's significance based on the County of Monterey Community Climate Action and Adaptation Plan efforts and the California Air Resources Board's 2022 Scoping Plan. If necessary, recommend program-level mitigation measures to reduce potential impacts.

Prepare the draft GHG technical analysis and submit for review; prepare one (1) set of revisions. Anticipated Hours: 8

Deliverable:

- *Administrative Draft of GHG emissions analysis (digital MS Word format).*
- *Final Draft of GHG emissions analysis (digital MS Word and PDF formats).*
- *Supporting data as appendix to the PEIR (PDF format).*

Task 7.6 – Noise Technical Memorandum
CONTRACTOR shall prepare a noise technical analysis to assess the noise impacts associated with the changes identified in the HEU. Tasks include the following:

Provide a brief description of the contributors to the existing local noise environment, including transportation and operational sources, based on the existing County planning documents, such as the existing General Plan.

Provide an overview of relevant standards and policies in the County's planning documents, specifically the land use compatibility table in the General Plan Safety Element. Identify a threshold of significance for changes in ambient noise level based on County noise compatibility standards.

Compare existing and future roadway noise levels for up to ten roadway segments using standard equations adopted from the Federal Highway Administration Highway Noise Prediction Model (RD 77 108).

Review changes to the proposed Land Use Map to identify potential incompatibilities from operational noise.

Recommend program-level mitigation measures to reduce potential impacts, if necessary.

Prepare the draft noise technical analysis and submit for review by the County and prepare one (1) set of revisions.

Deliverable:
- *Administrative Draft of noise analysis (digital MS Word and PDF formats).*
- *Final Draft of noise analysis (digital MS Word and PDF).*
- *Supporting data as appendix to the PEIR (PDF format).*

Task 7.7 – Transportation Impact Analysis
CONTRACTOR shall conduct the Transportation Impact Analysis and will include the following tasks:

Task 7.7.1 – Project Management and Meetings
CONTRACTOR assumes that project management and coordination activities will last throughout the duration of the targeted Monterey County Housing Element Update.

A virtual Transportation Impact Analysis kick-off meeting to discuss/refine the scope and identify data needs including traffic counts. Up to ten project meetings (virtual) are included in addition to the kick-off meeting and include one (1) Planning Commission meeting and one (1) Board of Supervisors' meeting.

***Deliverables*:**

- *One (1) virtual Transportation Impact Analysis kick-off meeting.*
- *Up to ten (10) virtual project meetings, inclusive of one (1) Planning Commission meeting and one (1) Board of Supervisors' meeting.*

Task 7.7.2 – Transportation Overview

Planning Level Safety Assessment and Documentation: CONTRACTOR shall perform a planning level safety assessment of major roadways utilizing the AMBAG model. CONTRACTOR will review model volumes with and without the proposed Housing Element Update and determine the Housing Element Update potentially substantial increase in hazards on the roadway network.

Multimodal Analysis and Documentation: CONTRACTOR will review existing and proposed County bicycle and pedestrian facilities. CONTRACTOR will identify potentially significant impacts and mitigations based on the proposed Housing Element Update and the available bicycle and pedestrian facilities within the area.

Transit Analysis and Documentation: CONTRACTOR will review existing and proposed transit facilities identified by Monterey-Salinas Transit (MST). CONTRACTOR will identify potentially significant impacts and mitigations based on the proposed Housing Element Update.

***Deliverables*:**

- *Safety assessment of the roadway network.*
- *Multimodal facilities assessment.*
- *Transit facilities assessment.*
- *Administrative Draft of Transportation Overview Analysis (digital MS Word format).*
- *Final Draft of Transportation Overview Analysis (digital MS Word and PDF formats).*
- *Supporting data as appendix to the PEIR (PDF format).*

7.7.3 – Vehicle Miles Travelled (VMT) Analysis

CONTRACTOR will prepare a SB 743-compliant analysis for the County HEU. The following major activities would be included:

- Using the latest AMBAG model, update Countywide land use assumption for Housing Element Update.
- Preparing analysis by land use type for each Traffic Analysis Zone (TAZ) included in the County.
- Conduct model runs for project scenarios including select zone analysis as required.
- Evaluate resultant VMT by land use type (in the aggregate) against current adopted thresholds.
- Identify a framework of Transportation Demand Measures (TDM) or infrastructure improvements to mitigate VMT impacts.

- Prepare documentation for inclusion in the Environmental Impact Report (EIR)

***SB 743 Analysis*:**
CONTRACTOR will prepare VMT analysis for the HEU including Existing Year conditions and Year 2031. This analysis will be in accordance with the County's SB 743 Implementation guidelines. The resultant analysis will be evaluated against County's currently adopted thresholds to make a significant impact determination. Scenarios for the VMT analysis will include:

- Existing Year conditions,
- Existing plus Housing Element Update
- Year 2031 No Housing Element Update, and
- 2031 Plus Housing Element Update.

Given the expansive nature of the Housing Element, the VMT will be presented as a Countywide metric.

VMT Mitigation:
CONTRACTOR shall establish a framework for TDM within the HEU as well as suggest other VMT mitigation approaches including infrastructure as appropriate.

CONTRACTOR may require additional hours to those provided in the budget if a more extensive approach is necessary, subject to prior County approval.

Deliverables:

- *A table detailing VMT per major land use category.*
- *Maps and graphics illustrating VMT analysis results.*
- *Framework for TDM with descriptions and qualitative assessment of mitigation and infrastructure recommendations and qualitative assessment of mitigation.*

VMT Analysis Documentation:
CONTRACTOR will document the methods and results of the VMT analyses in a brief technical memorandum format with graphics as deemed appropriate.

CONTRACTOR will prepare and submit an electronic (PDF) copy of the memorandum to the County.

CONTRACTOR will address and respond to one (1) set of non-conflicting comments from the County and submit an electronic final copy of the memorandum to the County to be incorporated into the EIR.

Deliverables:

- *Administrative Draft of VMT Analysis Technical Memorandum (digital MS Word format).*
- *Final Draft of VMT Analysis Technical Memorandum (digital MS Word and PDF formats).*
- *Supporting data as appendix to the PEIR (PDF format).Draft and final VMT Analysis Memorandum (digital).*

Task 7.8 - Draft PEIR

Task 7.8.1 – First Screencheck Draft PEIR

CONTRACTOR shall prepare the First Screencheck Draft PEIR, and applicable appendices, to address all required environmental topics and analyses in full compliance with CEQA (PRC Section 21000 et seq.) and the CEQA Guidelines (CCR Section 15000 et seq.).

CONTRACTOR's Draft PEIR shall comply with the CEQA Guidelines and generally follow the format described below:

Executive Summary: The Executive Summary will contain elements required in CEQA Guidelines, Section 15123, and will include a brief description of the project, the environmental setting, and the alternatives evaluated in the PEIR. It will also include a discussion of areas of controversy and issues to be resolved. Significant effects and mitigation will be described in a table listing the issue, impacts identified in the PEIR, the significance of impacts before mitigation, mitigation recommended in the PEIR, and the significance of impacts after mitigation.

Introduction: The Introduction chapter will describe the purpose, scope, and legislative authority of the EIR and pertinent environmental rules and regulations. The Introduction will describe the process, structure, required contents, and their relationship to other potential responsible or trustee agencies.

Environmental Setting: The Environmental Setting will be prepared as described in CEQA Guidelines, Section 15125, and will briefly describe physical conditions as they exist in the project vicinity with emphasis on conditions important to the analysis of impacts. Compliance or inconsistency with applicable adopted local or regional plans will be briefly discussed.

Project Description: A project description will be prepared in accordance with CEQA Guidelines, Section 15124, describing the basic characteristics of the project, including site location and boundaries, background information, project objectives, technical and environmental characteristics, project size, phasing information, and construction methods.

Environmental Analysis: The analyses will be based on the technical studies listed under Task 3 and additional analyses determined necessary to adequately address the issue and provide a legally defensible document. The supporting

technical studies and pertinent data will be included as appendices to the PEIR or summarized and incorporated by reference, as provided in the CEQA Guidelines. It is anticipated that the Draft PEIR will address the following environmental topics in detail:

- Aesthetics
- Agriculture and Forestry Services
- Air Quality
- Biological Resources
- Cultural Resources
- GHG Emissions
- Land Use and Planning
- Noise
- Public Services
- Transportation
- Tribal Cultural Resources (requires AB 52 consultation)
- Utilities and Service Systems
- Wildfire

The analysis for each topic will include (1) Existing Conditions, a description of the existing conditions of the site specific to the resource topic, upon which potential environmental changes or impacts can be based; (2) Regulatory Framework, a description of applicable federal, state, regional and local laws, regulations, plans, and policies; and (3) Project Impact Analysis and Mitigation Measures, based on the established significance thresholds. As required by Section 15126.2(a) of the CEQA Guidelines, direct, indirect, short-term, extended term, on-site, and/or off-site impacts will be addressed, as appropriate, for the environmental issue being analyzed. Note that other topics from the CEQA Guidelines Appendix G (i.e., Energy, Geology and Soils, Hazards and Hazardous Materials, Hydrology and Water Quality, Mineral Resources, Population and Housing, and Recreation) are anticipated to be addressed in the Effects Found Not to be Significant section.

The Mitigation Measures subsection will list the mitigation measures that could reduce the severity of impacts identified in the Impacts subsection. The PEIR will provide an evaluation of feasible mitigation measures, which could be carried out to reduce or eliminate adverse impacts of the proposed project. CEQA Guidelines, Section 15126.4, requires an EIR to "describe feasible measures which could minimize significant adverse impacts." The CEQA Guidelines, Section 15364, defines feasibility as capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, legal, social, and technological considerations. Furthermore, the mitigation measures will be designed to streamline future development project environmental review under CEQA by creating performance standard mitigation measures.

In addition, the References subsection will provide a bibliography of reference materials used in preparing the particular topical section of the PEIR.

Cumulative Impacts: The Cumulative Impacts analysis will address each of the environmental topic subsections addressed in the Environmental Analysis chapter. The cumulative impact analysis will be included under a separate heading for each environmental topic discussion in the Environmental Analysis chapter. For each topic subsection, four questions will be addressed in the analysis:

- What is the geographic context of the analysis?
- Does a significant cumulative impact exist?
- If so, what is the project's contribution before implementation of project-level mitigation measures?
- What is the project's contribution after implementation of project-level mitigation measures?

Other CEQA Considerations: This section will discuss the proposed project and the potential for the development of the project to foster economic or population growth or the construction of additional housing in the surrounding environment. Included will be a discussion of the potential for the project to contribute to growth of undeveloped areas through the extension or construction of new infrastructure facilities. Consistent with CEQA Guidelines, Section 15126.2, the discussion will not assume that growth is necessarily beneficial, detrimental, or of little significance to the environment.

This section also will include a subsection on Effects Found Not to be Significant (anticipated to include Energy, Geology and Soils, Hazards and Hazardous Materials, Hydrology and Water Quality, Mineral Resources, Population and Housing, and Recreation), consisting of a brief explanation of CEQA Guidelines Appendix G Environmental Checklist Form items without a potential to be significant for this project. This chapter also will include subsections discussing significant and unavoidable environmental impacts and significant irreversible environmental effects.

Alternatives Analysis: CONTRACTOR will work closely with the County to identify a range of potential project alternatives that would avoid or reduce one or more of the significant effects expected to result from the proposed project, while meeting most or all of the project objectives. CONTRACTOR will evaluate up to three project alternatives, including the No Project Alternative required by CEQA. Two other alternatives will be developed in consultation with County staff in light of the environmental impacts associated with the project. Any general mapping graphic materials necessary to describe the project alternatives shall be prepared by CONTRACTOR, in consultation with County staff. In addition, as required by the CEQA Guidelines, the environmentally superior alternative will be identified. If this is the No Project Alternative, the next environmentally superior alternative will be identified. A comparison of alternatives to the project will be provided in a matrix format for each of the environmental topics, depicting whether the alternative would result in less, more, or the same impact as the project.

***Deliverable*:**
First Screencheck Draft PEIR, including technical appendices (digital MS Word and PDF formats).

Task 7.8.2 – Second Screencheck Draft PEIR
CONTRACTOR shall address one (1) set of compiled comments received from the County on the First Screencheck Draft PEIR and prepare a Second Screencheck Draft PEIR, including the appendices, and a track-changes version with all edits shown in tracking mode (strikeout/underline).

Deliverable:
Second Screencheck Draft PEIR, including technical appendices (digital MS Word and PDF formats).

Task 7.9 – Public Review Draft PEIR
CONTRACTOR shall finalize the Draft PEIR and appendices upon the County's determination that the Draft PEIR is ready for public release.

CONTRACTOR shall prepare the required hard copies and electronic copies, including a web-ready electronic version.

CONTRACTOR and the County shall coordinate efforts to prepare an appropriate mailing list.

CONTRACTOR shall be responsible for preparation, distribution, and filing of all public notices associated with the Draft PEIR, as well as distribution to a mailing list of the Draft PEIR for a 45-day public review period.

CONTRACTOR shall submit the public Review Draft PEIR and appendices in PDF and MS Word format.

CONTRACTOR shall provide all required notices in association with the release of the Draft PEIR, the Notice of Availability, Notice of Completion, and the Office of Planning and Research Summary Form for submittal to the State Clearinghouse.

Deliverables:
- *Public Review Draft PEIR, including technical appendices (digital MS Word and PDF formats); three hard copies with PDF only for the technical appendices.*
- *Notice of Availability, Notice of Completion, OPR Summary Form*

Task 7.10 – FINAL PEIR
Response to Comments and Text Revisions
CONTRACTOR, following receipt of all comments on the Draft PEIR, shall prepare written responses to all comments that address the adequacy of the

Draft PEIR. Comments that do not address EIR adequacy will be noted as such and no further response will be provided unless deemed necessary by the County. CONTRACTOR has budgeted for approximately 75 individual comments.

CONTRACTOR shall create a Response to Comments section for the Final PEIR that will contain an introduction describing the public review process for the Draft PEIR, copies of all comment letters, and written responses to all comments.

CONTRACTOR will review all EIR revisions to ensure that recirculation is not required. The response to comments and any changes made to the Draft PEIR in response to the comments will be submitted to County staff for review in PDF and MS Word format.

- CONTRACTOR will include a Mitigation Monitoring and Reporting Program (MMRP) in the Final PEIR, pursuant to Section 21081.6 of the Public Resources Code.
- CONTRACTOR will make one (1) round of edits to the draft response to comments.
- CONTRACTOR will ensure that the Final PEIR is distributed to commenters on the Draft PEIR at least ten days prior to certifying the EIR (CEQA Guidelines Section 15088).

Deliverables:

- *Administrative Draft of Final PEIR (digital MS Word and PDF formats).*
- *Administrative Draft MMRP (digital MS Word and PDF formats).*
- *Final Draft of Final PEIR (digital MS Word and PDF formats).*
- *Final Draft of MMRP (digital MS Word and PDF formats).*

Task 7.11 – Certification Documents

CONTRACTOR shall prepare and submit for County staff review draft CEQA Findings and a draft Statement of Overriding Considerations, if necessary, consistent with the requirements of CEQA Guidelines, Sections 15091 and 15093.

CONTRACTOR shall prepare CEQA Findings for each significant impact identified, accompanied by an explanation of the rationale for each finding.

CONTRACTOR, in coordination with the County, will prepare a Statement of Overriding Considerations for the identified significant and unavoidable impacts that explains why the project's overall benefits outweigh the project's significant and unavoidable impacts.

CONTRACTOR will submit the Draft Findings and Statement of Overriding Considerations to the County in PDF and MS Word formats.

CONTRACTOR will prepare a Notice of Determination (NOD) within five working days of PEIR certification.

CONTRACTOR will file the NOD with the Office of Planning and Research and assume that the County will file the required California Department of Fish and Wildlife filing fees with the County Clerk (the fee to file an EIR in 2024 was $4,101.25) and are not included in CONTRACTOR's budget.

Deliverables:

- *Administrative Draft CEQA findings and Statement of Overriding Considerations (digital MS Word format)*
- *Final Draft CEQA Findings and Statement of Overriding Considerations (digital MS Word and PDF formats).*
- *Notice of Determination preparation.*
- *Notice of Determination filing with Office of Planning and Research (CDFW fee is excluded).*

Task 7.12 – CEQA Document Project Coordination, Meetings, and QUALITY CONTROL

CONTRACTOR shall conduct project managements tasks, including organizing the project in terms of technical scope of work, budget, scheduling; overseeing its implementation; internal coordination, organizing and overseeing report preparation and QA/QC procedures; and leading regular conference calls.

CONTRACTOR shall immediately identify any out-of-scope tasks and discuss the need for additional tasks, any related cost increase, and the ability of the project contingency fund to cover the additional cost. No out-of-scope work shall be initiated without prior approval from the County.

CONTRACTOR bases the project management tasks on an estimated duration of 11 months.

CONTRACTOR shall participate in up to ten coordination calls with County staff, and, if needed, technical support staff.

CONTRACTOR shall prepare and present at two public hearings summarizing the findings from the Draft PEIR and any major changes made in the Final PEIR and will answer any questions related to the PEIR and its process.

CONTRACTOR shall ensure all project deliverables are thoroughly reviewed before submittal to the County. Suggested revisions will be implemented to ensure the documents are legally defensible and CEQA compliant.

CONTRACTOR shall ensure draft and final documents receive in-house technical edit.

Deliverables:

- *Participate in up to ten (10) coordination calls.*
- *Prepare, present, and participate in up to two (2) public hearings.*

Task 7.2 is renumbered to Task 7.13 – Mitigated Negative Declaration (MND) for the Safety and Environmental Justice Elements

B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENT

County shall pay an amount not to exceed $1,457,106 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

Task	Budget
CEQA Document	
Task 1. Data Collection and Project Description Development	$3,050
Task 2. Prepare Initial Study and Notice of Preparation	
Task 2.1. Prepare Initial Study and Notice of Preparation	$19,975
Task23.2. Scoping Meeting	$4,120
Task 3. Technical Studies	
Task 3.1. Air Quality Technical Report	$12,380
Task 3.2. Bio Resources Technical Report	$21,610
Task 3.3 Cultural Resources Technical Report	$15,810
Task 3.4. Greenhouse Gas Emissions Technical Memorandum	$12,145
Task 3.5. Noise Technical Memorandum	$11,740
Task 3.6. Transportation Impact Analysis	$152,454
Task 4. Draft EIR	
Task 4.1. First Screencheck Draft PEIR	$58,140
Task 4.2. Second Screencheck Draft PEIR	$18,280
Task 4.3. Public Review Draft PEIR	$10,900
Task 5. Final PEIR	
Task 5.1. Response to Comments	$16,660
Task 5.3. Findings and Statement of Overriding Considerations	$12,640
Task 6. CEQA Project Coordination, Meetings, Quality Control, and Reimbursable Expenses	$38,084
CEQA Document Total	**$407,989**
Contingency Fee	$81,598
Grand Total with Contingency	**$489,586**

CONTRACTOR warrants that the costs 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.

CONTINGENCY FUNDS

- CONTRACTOR has included in the project's budget a 20 percent contingency to the overall cost of services to address unanticipated project tasks.
- CONTRACTOR shall obtain express written or email authorization from the County prior to proceeding with any additional tasks.

SCHEDULE

PEIR with final documents	10 months from determination of final HEU sites and receipt of all requested data needs (not including hearings for recommendations and adoption).
Final Sites Determination	June 30, 2024
Transportation Analysis	Upon final HEU sites
Air Quality, GHG, Noise Technical Studies, and PEIR	Upon completion of Transportation Analysis

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 Multiyear Agreement (MYA) number, Project name, and/or services, and associated Delivery Order number, and an original hardcopy shall be sent to the following address or via email to: 194-HCD-Finance@countyofmonterey.gov.

County of Monterey
Housing and Community Development (HCD) – Finance
1441 Schilling Place, 2nd Floor
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement should be directed to HCD Finance at (831) 755-4800 or via email to: 194-HCD-Finance@countyofmonterey.gov.

County may, in its sole discretion, terminate this Agreement or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

No payments in advance or in anticipation of services to be provided under this Agreement shall be made by the County.

The County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Attachment 4

Board Order Agreement No. 16047

****THIS PAGE INTENTIONALLY LEFT BLANK****

DocuSign Envelope ID: 442CFCD9-E114-4CBD-888F-F46EB87BFA54

Monterey County
Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

Board Order

A motion was made by Supervisor Wendy Root Askew, seconded by Supervisor Chris Lopez to:

Agreement No.: A-16047
REF220004 - PROFESSIONAL SERVICES AGREEMENT FOR GENERAL PLAN ELEMENTS UPDATES
a. Approve a Professional Services Agreement with Harris & Associates, Inc., to provide services to update the Housing Element, Safety Element, create the Environmental Justice Element, and prepare an environmental study for the not to exceed amount of $967,520 and for a term October 1, 2022 to September 30, 2025; and
b. Authorize the Contracts/Purchasing Officer of Contracts/Purchasing Supervisor to execute the Professional Services Agreement and future amendments to the Agreement where the amendments do not significantly alter the scope of work or change the approved Agreement amount by more than ten percent (10%), subject to review and approval by County Counsel.

PASSED AND ADOPTED on this 27th day of September 2022, by roll call vote:

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

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting September 27, 2022.

Dated: October 4, 2022
File ID: A 22-504
Agenda Item No.: 40

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

Emmanuel H. Santos

Emmanuel H. Santos, Deputy

Attachment 5

Amendment No. 2 to PSA with
Harris and Associates, Inc.

****THIS PAGE INTENTIONALLY LEFT BLANK****

Docusign Envelope ID: 8624B8A3-7927-4120-8AA2-3CFC4A3CE486

AMENDMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
HARRIS & ASSOCIATES, INC.

THIS AMENDMENT NO. 2 to Professional Services Agreement No. A-16047 between the County of Monterey, a political subdivision of the State of California ("County") and Harris & Associates, Inc. ("CONTRACTOR"), is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into Professional Services Agreement No. A-16047 with the County on October 5, 2022 ("Agreement") to provide an update to the General Plan Housing and Safety Elements and preparation of an Environmental Justice Element in a manner consistent with current State law ("Project") through September 30, 2025, for an amount not to exceed $967,520;

WHEREAS, on May 15, 2024, the Parties amended the Agreement ("Amendment No. 1" – including Exhibit A-1 – Scope of Work/Payment Provisions) to revise Task 7 – Environmental Analysis (CEQA Documentation) to add and remove specific tasks, extend the Agreement term by two (2) years, and increase the not to exceed amount by $625,734 for a new not to exceed amount of $1,593,254;

WHEREAS, additional funding is needed for continued project management and coordination and preparation of the County's 6th Cycle Housing Element update and Safety Element update;

WHEREAS, the Agreement's provisions require updating; and

WHEREAS, the Parties wish to further amend the Agreement to update the remaining scope of work related to Tasks 1, 3, 7, and 9; increase the budget amounts necessary to complete Tasks 1, 3, and 4; and increase the Agreement amount of $1,593,254 by $144,584 for a new not to exceed amount of $1,737,838, without change to the Agreement's term.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend Section 2, "Payments by County," in its entirety to read as follows:

   County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibits A, A-1, and A-2**, 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 $1,737,838.

2. Amend Section 4, "Additional Provisions/Exhibits" to include "Exhibit A-2 - Scope of Work/Payment Provisions" which fully amends and replaces Task 1 – Project Management and Coordination; Task 3 – Update to the Housing Element (Sixth Cycle); Task 7 –

Docusign Envelope ID: 8624B8A3-7927-4120-8AA2-3CFC4A3CE486

Environmental Analysis (CEQA – Safety and Environmental Justice Elements); and Task 9 – Environmental Analysis (CEQA – Housing Element).

3. Amend Section 9, "Insurance Requirements," to replace Paragraph 9.02, "Qualifying Insurers," in its entirety to read as follows:

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

4. Amend Section 9.0, "Insurance Requirements," to replace Paragraph 9.03, in its entirety, to read as follows:

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

Commercial General Liability Insurance: Including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate.

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

Auto Liability Coverage: Must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

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

Workers' Compensation Insurance: If CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.

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

Professional Liability Insurance: If required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000

Docusign Envelope ID: 8624B8A3-7927-4120-8AA2-3CFC4A3CE486

per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three (3) years following the expiration or earlier termination of this Agreement.

(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional contractors, such as computer or software designers, technology services, and service providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the CONTRACTOR.

5. Amend Section 9.0, "Insurance Requirements," to rename Paragraph 9.04, "Other Insurance Requirements," to "Other Requirements."

6. Amend Section 9.0, "Insurance Requirements," to replace paragraphs three, four, and five of Paragraph 9.04, "Other Requirements," to read as follows:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty (30) days in advance of any endorsed reduction in coverage or limit, 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.

Additional Insured Status: The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONTRACTOR. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR's insurance.

Docusign Envelope ID: 8624B8A3-7927-4120-8AA2-3CFC4A3CE486

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38, and CG 20 37 if a later edition is used).

Primary Coverage: For any claims related to this contract, the CONTRACTOR's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Workers' Compensation Waiver of Subrogation: The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against County, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against County, its officers, officials, employees, agents, or volunteers.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements with the County's Contract Administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made to 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 the County, annual certificates to the County's Contract Administrator and the County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five (5) calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles the County, at its sole discretion, to terminate this Agreement immediately.

7. Amend Section 10.0, "Records and Confidentiality," to add Paragraph 10.06, "Format of Deliverables," to read as follows:

For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all

Docusign Envelope ID: 8624B8A3-7927-4120-8AA2-3CFC4A3CE486

Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Forman ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of the Agreement. Find more on Accessibility at this State website: https://webstandards.ca.gov/accessibility.

8. Amend Section 11.0, "Non-Discrimination," in its entirety to read as follows:

During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

9. Amend CONTRACTOR information in Section 15, "Notices," to read as follows:

FOR CONTRACTOR:
Hitta Mosesman, Vice President
101 Progress, Suite #250
Irvine, CA 92618
(949) 264-8572
Hitta.Mosesman@weareharris.com

10. Amend Section 16.0, "Miscellaneous Provisions," to add Paragraph 16.16, "Independent Contractor Compliance with Government Code Section 1097.6(c)," to read as follows:

16.16 Independent Contractor Compliance with Government Code Section 1097.6(c). This section applies to those situations when a contractor/consultant is awarded a Contract for a preliminary phase of a project, with future phases to be bid separately. This section does not apply to those situations when a Contract is awarded for multiple phases of a project under a single contract/proposal. When applicable, and as described below, contractor/consultant's duties and services under this agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering this agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor/consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual,

Docusign Envelope ID: 8624B8A3-7927-4120-8AA2-3CFC4A3CE486

preliminary, or initial plans or specifications. Contractor/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this agreement.

11. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.

12. This Amendment No. 2 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

****THIS SECTION INTENTIONALLY LEFT BLANK****

Docusign Envelope ID: 8624B8A3-7927-4120-8AA2-3CFC4A3CE486

IN WITNESS WHEREOF, the Parties hereto have executed Amendment No. 2 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By: DocuSigned by: Angelica Ruelas
1DFC1176E79451...
Chief Contracts and Procurement Officer

Date: 8/18/2025

By: N/A
Craig W. Spencer, Director

Date:

Approved as to Form
Office of the County Counsel[1]
Susan K. Blitch, County Counsel

By: Signed by: Reed Gallogly
3E6DDCB31AE0402...
Reed Gallogly, Deputy County Counsel

Date: 8/15/2025

Approved as to Fiscal Provisions[2]

By: DocuSigned by: Patricia Ruiz
E79EF64E57A54E6...
Auditor/Controller

Date: 8/18/2025

Reviewed as to Liability Provisions
Office of the County Counsel-Risk Management[3]

By: N/A
David Bolton, Risk Manager

Date:

HARRIS & ASSOCIATES, INC.

By: DocuSigned by: Hitta Mosesman
C958AD2EB4209A4E...
(Chair, President, or Vice President)

Hitta Mosesman, Vice President
Name and Title

Date: 8/15/2025

By: Signed by: Preston Hatch
1A993AD3383E9...
(Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Preston Hatch, CFO
Name and Title

Date: 8/15/2025

County Board of Supervisors' Agreement Number: A-16047 approved on October 5, 2022.

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code §313). If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers (Corporations Code §17703.01, subds. (a) and (d)). If the CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign.

[1] Approval by the Office of County Counsel is required.
[2] Approval by Auditor-Controller is required.
[3] Review by Risk Manager is required only if changes are made in the Indemnification or Insurance paragraphs.

Docusign Envelope ID: F2774999-950D-48BD-85B1-606E15C0BE97

AMENDMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
HARRIS & ASSOCIATES, INC.

THIS AMENDMENT NO. 2 to Professional Services Agreement No. A-16047 between the County of Monterey, a political subdivision of the State of California ("County") and Harris & Associates, Inc. ("CONTRACTOR"), is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into Professional Services Agreement No. A-16047 with the County on October 5, 2022 ("Agreement") to provide an update to the General Plan Housing and Safety Elements and preparation of an Environmental Justice Element in a manner consistent with current State law ("Project") through September 30, 2025, for an amount not to exceed $967,520;

WHEREAS, on May 15, 2024, the Parties amended the Agreement ("Amendment No. 1" – including Exhibit A-1 – Scope of Work/Payment Provisions) to revise Task 7 – Environmental Analysis (CEQA Documentation) to add and remove specific tasks, extend the Agreement term by two (2) years, and increase the not to exceed amount by $625,734 for a new not to exceed amount of $1,593,254;

WHEREAS, additional funding is needed for continued project management and coordination and preparation of the County's 6th Cycle Housing Element update and Safety Element update;

WHEREAS, the Agreement's provisions require updating; and

WHEREAS, the Parties wish to further amend the Agreement to update the remaining scope of work related to Tasks 1, 3, 7, and 9; increase the budget amounts necessary to complete Tasks 1, 3, and 4; and increase the Agreement amount of $1,593,254 by $144,584 for a new not to exceed amount of $1,737,838, without change to the Agreement's term.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend Section 2, "Payments by County," in its entirety to read as follows:

   County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibits A, A-1, and A-2**, 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 $1,737,838.

2. Amend Section 4, "Additional Provisions/Exhibits" to include "Exhibit A-2 - Scope of Work/Payment Provisions" which fully amends and replaces Task 1 – Project Management and Coordination; Task 3 – Update to the Housing Element (Sixth Cycle); Task 7 –

Docusign Envelope ID: F2774999-950D-48BD-85B1-606E15C0BE97

Environmental Analysis (CEQA – Safety and Environmental Justice Elements); and Task 9 – Environmental Analysis (CEQA – Housing Element).

3. Amend Section 9, "Insurance Requirements," to replace Paragraph 9.02, "Qualifying Insurers," in its entirety to read as follows:

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

4. Amend Section 9.0, "Insurance Requirements," to replace Paragraph 9.03, in its entirety, to read as follows:

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

Commercial General Liability Insurance: Including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate.

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

Auto Liability Coverage: Must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

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

Workers' Compensation Insurance: If CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.

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

Professional Liability Insurance: If required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000

Docusign Envelope ID: F2774999-950D-48BD-85B1-606E15C0BE97

per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three (3) years following the expiration or earlier termination of this Agreement.

(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional contractors, such as computer or software designers, technology services, and service providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the CONTRACTOR.

5. Amend Section 9.0, "Insurance Requirements," to rename Paragraph 9.04, "Other Insurance Requirements," to "Other Requirements."

6. Amend Section 9.0, "Insurance Requirements," to replace paragraphs three, four, and five of Paragraph 9.04, "Other Requirements," to read as follows:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty (30) days in advance of any endorsed reduction in coverage or limit, 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.

Additional Insured Status: The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONTRACTOR. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR's insurance.

Docusign Envelope ID: F2774999-950D-48BD-85B1-606E15C0BE97

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38, and CG 20 37 if a later edition is used).

Primary Coverage: For any claims related to this contract, the CONTRACTOR's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Workers' Compensation Waiver of Subrogation: The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against County, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against County, its officers, officials, employees, agents, or volunteers.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements with the County's Contract Administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made to 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 the County, annual certificates to the County's Contract Administrator and the County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five (5) calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles the County, at its sole discretion, to terminate this Agreement immediately.

7. Amend Section 10.0, "Records and Confidentiality," to add Paragraph 10.06, "Format of Deliverables," to read as follows:

For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all

Docusign Envelope ID: F2774999-950D-48BD-85B1-606E15C0BE97

Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Forman ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of the Agreement. Find more on Accessibility at this State website: https://webstandards.ca.gov/accessibility.

8. Amend Section 11.0, "Non-Discrimination," in its entirety to read as follows:

During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

9. Amend CONTRACTOR information in Section 15, "Notices," to read as follows:

FOR CONTRACTOR:
Hitta Mosesman, Vice President
101 Progress, Suite #250
Irvine, CA 92618
(949) 264-8572
Hitta.Mosesman@weareharris.com

10. Amend Section 16.0, "Miscellaneous Provisions," to add Paragraph 16.16, "Independent Contractor Compliance with Government Code Section 1097.6(c)," to read as follows:

16.16 Independent Contractor Compliance with Government Code Section 1097.6(c). This section applies to those situations when a contractor/consultant is awarded a Contract for a preliminary phase of a project, with future phases to be bid separately. This section does not apply to those situations when a Contract is awarded for multiple phases of a project under a single contract/proposal. When applicable, and as described below, contractor/consultant's duties and services under this agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering this agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor/consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual,

Docusign Envelope ID: F2774999-950D-48BD-85B1-606E15C0BE97

preliminary, or initial plans or specifications. Contractor/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this agreement.

11. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.

12. This Amendment No. 2 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

****THIS SECTION INTENTIONALLY LEFT BLANK****

Docusign Envelope ID: F2774999-950D-48BD-85B1-606E15C0BE97

IN WITNESS WHEREOF, the Parties hereto have executed Amendment No. 2 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By: _____
Chief Contracts and Procurement Officer

Date: _____

By: N/A
Craig W. Spencer, Director

Date: _____

Approved as to Form
Office of the County Counsel[1]
Susan K. Blitch, County Counsel

By: Signed by: Reed Gallogly
Reed Gallogly, Deputy County Counsel

Date: 8/15/2025

Approved as to Fiscal Provisions[2]

By: DocuSigned by: Patricia Ruiz
Auditor/Controller

Date: 8/18/2025

Reviewed as to Liability Provisions
Office of the County Counsel-Risk Management[3]

By: N/A
David Bolton, Risk Manager

Date: _____

HARRIS & ASSOCIATES, INC.

By: DocuSigned by: Hitta Mosesman
(Chair, President, or Vice President)

Hitta Mosesman, Vice President
Name and Title

Date: 8/15/2025

By: Signed by: Preston Hatch
(Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Preston Hatch, CFO
Name and Title

Date: 8/15/2025

County Board of Supervisors' Agreement Number: A-16047 approved on October 5, 2022.

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code §313). If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers (Corporations Code §17703.01, subds. (a) and (d)). If the CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign.

[1] Approval by the Office of County Counsel is required.
[2] Approval by Auditor-Controller is required.
[3] Review by Risk Manager is required only if changes are made in the Indemnification or Insurance paragraphs.

Docusign Envelope ID: F2774999-950D-48BD-85B1-606E15C0BE97

EXHIBIT A-2 – SCOPE OF WORK/PAYMENT PROVISIONS

To Agreement by and between
County of Monterey, hereinafter referred to as "County"
and
Harris & 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:

Task 1 – Project Management and Coordination

Task 1.1 – Kick-Off Meeting

Complete

Task 1.2 – Schedule

CONTRACTOR shall, working with County staff, update the project schedule within one month following receipt of CA HCD's second findings letter (anticipated on or about August 26, 2025) and review the schedule at least once per month on-going.

***Deliverable**:*
CONTRACTOR shall provide an updated schedule following CA HCD's second findings letter, and may issue one additional update thereafter, for a total of two updates. The schedule will be reviewed monthly on an on-going basis and updated as necessary and within the stated limit.

Task 1.3 – Bimonthly Status Update Meetings

CONTRACTOR shall provide bi-monthly virtual meetings with County staff, determined by County Project Manager, during the process to review project status and verify that objectives and milestones are being achieved.

***Deliverable**:*
CONTRACTOR shall coordinate bi-monthly virtual status update meetings (up to 12 meetings from the date of execution of this second amendment).

Docusign Envelope ID: F2774999-950D-48BD-85B1-606E15C0BE97

Task 1.4 – Meeting Participation – Housing Element
CONTRACTOR shall coordinate with CA HCD staff on any questions related to new Housing Element requirements, respond to any CA HCD inquiries and requests for information. Coordination with CA HCD will also include review and discussion of findings from the second submission and third submission to address outstanding issues.

Following issuance of CA HCD certification, CONTRACTOR shall provide post-certification support as needed and as budget allows. This includes responding to follow-up questions from CA HCD prior to formal adoption by the legislative body, including but not limited to inquiries related to the Excel version of the sites inventory.

CONTRACTOR shall remain available to support the jurisdiction through the adoption hearing. Once the adoption hearing is completed, CONTRACTOR's post-certification responsibilities shall conclude.

***Deliverables*:**
- *Participation in up to two (2) meetings with CA HCD staff, each up to 1.5 hours in duration, to review Housing Element submittals and respond to inquiries*
- *Participation in up to eight (8) coordination meetings with County staff, each up to 1 hour, to support CA HCD-related follow-up, debriefs, and response preparation*
- *Preparation of responses to CA HCD comments and requests for additional information, including revisions or clarifications to the sites inventory Excel file*

Task 1.5 – General Project Coordination
CONTRACTOR will provide project management support not tied to a specific task. Activities include coordination with County staff on scheduling, invoicing, budget tracking, and general status updates; internal team coordination on resource allocation and task progress; and follow-up on outstanding items to keep the project on track. Activities under this task support the day-to-day functioning of the project and ensure responsiveness to evolving priorities.

Deliverables
- *Monthly invoices and invoice summaries*
- *Internal team coordination and progress monitoring*

Docusign Envelope ID: F2774999-950D-48BD-85B1-606E15C0BE97

Task 3 – Update to the Housing Element (Sixth Cycle)

Task 3.1 – Existing Housing Conditions and Need (including Special Housing needs)

Complete.

Task 3.1.1 – Community Profile/Housing Needs

Complete.

Task 3.1.2 – Housing Resources

Complete.

Task 3.1.3 – At-Risk Affordable Units

Complete.

Task 3.2 – Housing Constraints

Complete.

Task 3.3 – Review of the Existing Housing Element

Complete.

Task 3.4 – Sites Inventory

Complete.

Task 3.4.1 – Adequate Sites Analysis

Complete.

Task 3.4.2 – Develop Draft RHNA Land Inventory

Complete.

Task 3.4.3 – Conduct Outreach to Property Owner Identified in Draft RHNA Land Inventory

Complete.

Docusign Envelope ID: F2774999-950D-48BD-85B1-606E15C0BE97

Task 3.4.4 – Prepare Final RHNA Inventory

Complete.

Task 3.5 – Goals, Policies, Programs and Quantified Objectives

Complete.

Task 3.6 – Affirmatively Furthering Fair Housing (AFFH)

Complete.

Task 3.7 – Rezoning

Complete.

Task 3.8 – Draft and Final Housing Element

CONTRACTOR shall prepare five (three full documents) Draft Housing Elements to include:

- One Administrative Draft for County staff and legal counsel review and comment (in sections). Complete.
- One Draft Housing Element for public distribution that incorporates staff and legal counsel comments for submission to the Planning Commission and other committees, as needed, prior to submission to CA HCD. Complete.
- One Revised Draft Housing Element that incorporates the comments from the Planning Commission and other committees (First CA HCD Submission). Complete.
- Two additional Revised Draft Housing Element documents that incorporate edits/other information per CA HCD findings (Second CA HCD Submission and Third CA HCD Submission). Second CA HCD Submission Complete; Third CA HCD Submission remaining.

CONTRACTOR shall work closely with County staff and CA HCD to respond to comments received from the public and CA HCD to make edits to the Second Submission Draft document in preparation of a Third Submission to CA HCD.

CONTRACTOR shall provide Revised Draft Housing Element documents (one administrative draft, one public review draft, and one final draft) for one subsequent CA HCD submittal (Third Submission) prior to the Final Housing Element.

Docusign Envelope ID: F2774999-950D-48BD-85B1-606E15C0BE97

Assumptions for Task 3.8: The following scope assumptions apply to services performed under this contract:

1. Third CA HCD Submission: CONTRACTOR shall prepare and submit one (1) additional Revised Draft Housing Element (Third Submission) to the California Department of Housing and Community Development (CA HCD), (one administrative draft, one public review, and one final).
2. Site Inventory Edits: CONTRACTOR shall include edits to incorporate up to two (2) new housing sites into the inventory, provided those sites have already been analyzed.
3. Program Changes in Response to CA HCD Findings: CONTRACTOR shall incorporate program revisions required by CA HCD based on the Second Submission findings letter, provided that such revisions do not fall under the exclusions listed below.

   For programs modified by County staff not in response to CA HCD's First Submission findings, CONTRACTOR shall either:

   - Reinstate program language previously approved by CA HCD in the first submittal, if those programs were later revised by County staff and subsequently rejected by CA HCD; or
   - Incorporate revised program text as provided directly by County staff.

   Revisions that fall under the following categories are excluded from the scope of this task:

   - Changes to the site inventory that involve the addition of more than two sites (whether directed by CA HCD or County);
   - Revisions to maps, tables, or narrative descriptions that are *not* related to CA HCD findings or to the addition of up to two new sites.
   - Note: Adding sites beyond the two stipulated here will incur additional costs, which cannot be reliably estimated in advance due to the site-specific nature of the work and the potential implications for underlying assumptions.

4. Public Review Comments: CONTRACTOR shall review public comments received on the Public Review Draft of the Revised Housing Element (Third Submission) and advise County staff on potential implications, consistency with CA HCD requirements, and options for addressing such comments. County staff shall provide specific direction regarding any necessary program or policy language in response to comments. It is assumed that any such comments will be minor and non-substantive in nature (i.e., not involving changes to the site inventory

Docusign Envelope ID: F2774999-950D-48BD-85B1-606E15C0BE97

beyond the limitations noted above) and will not require substantive revisions. CONTRACTOR shall incorporate those revisions directed by County staff and only to the extent that they are consistent with the scope, assumptions, and exclusions identified in this contract, and can be reasonably accommodated within the project budget and schedule.

5. Final Housing Element: It is assumed that CA HCD certification will be achieved following the Third Submission. Under this assumption, CONTRACTOR shall prepare one (1) Final Housing Element. This deliverable shall incorporate edits necessary to address CA HCD's certification conditions that are assumed to be only minor in nature (if any), correct typographical errors, and ensure internal consistency of the document. No additional drafts will be prepared, and no substantive revisions to programs, policies, or sites inventory will be included. In the event certification is not achieved after the Third Submission, additional services required to address subsequent CA HCD findings may be necessary and are outside the scope of this contract.

6. Target Certification Date: Project timeline and budget are based on the assumption that CA HCD certification will be achieved by December 31, 2025. This is not a guarantee. The final timeline is contingent upon the outcome of the second CA HCD review, the scope of any remaining issues, and the time required to address outstanding items.

Deliverables:

- *One Revised Draft (Third Submission) Housing Element document (one administrative draft, one public review draft, one final draft).*
- *One Final Housing Element.*

Task 7 – Environmental Analysis (CEQA - Safety and Environmental Justice)

CONTRACTOR shall prepare all required documents for California Environmental Quality Act (CEQA) review and submittal for the Safety Element Update and Environmental Justice Element, including the Initial Study, Mitigated Negative Declaration or Environmental Impact Report (EIR), and CEQA Determination.

Task 7.1 – Housing Element Statutory Exemption

Complete – Determination made that a Housing Element Programmatic EIR is an appropriate CEQA document - see Task 9.

Deliverable:

Not Applicable ("N/A")

Docusign Envelope ID: F2774999-950D-48BD-85B1-606E15C0BE97

Task 7.2 – Mitigated Negative Declaration (MND) for the Safety and Environmental Justice Elements

CONTRACTOR shall prepare a CEQA MND for the Safety and Environmental Justice Elements in accordance with CEQA Guidelines Section 15063 and Appendix G.

Deliverables:

- *Electronic copies of the First Draft IS/MND*
- *Second Draft IS/MND*
- *Public Review Draft IS/MND*
- *Notice of Intent*
- *Notice of Completion/SC Environmental Summary Form*
- *Draft and Final Responses to Comments Memo*
- *Draft and Final MMRP*
- *Final IS/MND*
- *Notice of Determination*

Task 9 – Environmental Analysis (CEQA – Housing Element)

CONTRACTOR shall prepare all required documents for California Environmental Quality Act (CEQA) review and submittal for the development of a Programmatic Environmental Impact Report (PEIR) for the County's Housing Element.

Task 9.1 – Programmatic Environmental Impact Report (PEIR) Initiation and Kickoff Meeting

Complete.

Task 9.2 – Notice of Preparation, Initial Study and Scoping Meeting

Complete.

Task 9.3 – Technical Studies

9.3.1 – Air Quality Technical Report

CONTRACTOR shall assess the air quality impacts associated with the changes identified in the 6th Cycle Housing Element Update (HEU).

CONTRACTOR shall include modeling data as an appendix to the PEIR. Hot spot modeling data will not be included.

CONTRACTOR shall not include air dispersion modeling for health risk assessment and assumes that health risks will be addressed based on existing General Plan policies and the result of the modeling described detail.

Docusign Envelope ID: F2774999-950D-48BD-85B1-606E15C0BE97

CONTRACTOR shall:
Provide a brief overview of the existing air quality in the North Central Coast Air Basin in the vicinity of the Project Sites, including existing pollutant levels at nearby air quality monitoring stations to establish the baseline of air pollutant emissions in the County.

Provide an overview of standards and policies relevant to the criteria pollutant analysis, including the National Ambient Air Quality Standards (NAAQS) and the California Ambient Air Quality Standards (CAAQS).

Estimate construction emissions for proposed land use and zoning changes based on worst-case annual estimate construction scenario, addressing heavy equipment exhaust and fugitive dust. Construction emissions will be estimated using the most current version of the California Emissions Estimator Model (CalEEMod).

Use the most current version of CalEEMod to estimate existing criteria pollutant emissions based on land use information provided by the County and vehicle miles traveled (VMT) information provided by CONTRACTOR.

Use the most current version of CalEEMod to quantify operational emissions from build out of the proposed land use and zoning changes that may result from the HEU. Vehicular emissions will be based solely on traffic information provided by CONTRACTOR, including VMT. It is assumed the traffic information will consider access to alternative transportation options, such as walkability.

Compare future buildout emission estimates to existing conditions (baseline) to estimate the potential net change in emissions. Evaluate the significance of construction emissions and net operation emissions based on the Monterey Bay Air Resources District CEQA Guidelines.

Mitigation measures, if necessary, will consist of program-level best management practices for future projects. Mitigation measures will be quantified to the extent available using the most current version of CalEEMod model.

Prepare the draft air quality technical analysis and submit to the County for review and prepare one (1) set of revisions within the limits of an eight-hour professional staff budget.

Deliverables:
- *Administrative draft of air quality analysis (digital MS Word format).*
- *Final draft of air quality analysis (digital MS Word and PDF formats).*
- *Supporting data as appendix to the PEIR (PDF format).*

Docusign Envelope ID: F2774999-950D-48BD-85B1-606E15C0BE97

9.3.2 – Biological Resources Technical Report (BRTR)
CONTRACTOR shall prepare a BRTR. Tasks are as follows:

CONTRACTOR shall review County information and accessible reports for the Project. Data reviewed will include databases such as Geographic Information Source (GIS), California Department of Fish and Wildlife's (CDFW) California Natural Diversity Database (CNDDB), US Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPaC) species records, the California Native Plant Society's Electronic Inventory (CNPSEI), and the USFWS National Wetland Inventory. In addition, US Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) soil survey data and historic aerial maps will be reviewed.

Following desktop review, CONTRACTOR shall prepare a programmatic BRTR. The BRTR will detail the methods and results of the habitat assessment, document applicable regulations, summarize the existing biological conditions of the County, and provide a programmatic approach that includes a mitigation framework for sensitive species and habitats.

The BRTR will provide a programmatic-level assessment of the vegetation communities/habitats in the County and provide a large-picture view of potential impacts to any sensitive habitats.

The BRTR will provide recommendations for mitigation for potential sensitive habitat (and species) impacts, if appropriate.

The BRTR will include figures and data tables. This task also includes collecting, organizing, and digitizing appropriate resource records and making the data available in digital/GIS format.

The BRTR will comply with any necessary local, state, and federal guidelines for the purposes of supporting the CEQA analysis and mitigation framework from a programmatic standpoint.

CONTRACTOR assumes only one (1) round of revisions will be needed to finalize the BRTR based on comments from the County. Additional revisions may require a budget increase to cover additional review(s), subject to County approval.

Assumptions:
- CONTRACTOR assumes that the County will provide any documentation or data required to compile the programmatic BRTR in a timely manner.
- An in-field assessment of potential resources in the County (biological reconnaissance) is not necessary. If biological reconnaissance surveys are deemed necessary, CONTRACTOR shall request prior County

Docusign Envelope ID: F2774999-950D-48BD-85B1-606E15C0BE97

approval for additional task(s) and prior authorization to use the contingency budget.

Deliverables:

- *Administrative Draft summary analysis of the programmatic BRTR (digital MS Word format).*
- *Final Draft summary analysis of the programmatic BRTR (digital MS Word and PDF formats).*
- *Programmatic BRTR as appendix to the PEIR (PDF format).*

9.3.3 – Cultural and Tribal Cultural Resources Technical Report

CONTRACTOR shall prepare a cultural, tribal, and historical resources analysis to include the following tasks:

Conduct a records search at the Northwest Information Center to identify any previously recorded sites or previous studies conducted within the project area. The records search will include a review of all maps and files housed at Northwest Information Center related to the project area. During the records search, CONTRACTOR will determine if any previously recorded cultural resources identified within the project area are listed in the National Register of Historic Places (NRHP) or the California Register of Historical Resources (CRHR).

Request a search of the Sacred Lands File be conducted by the California Native American Heritage Commission (NAHC) to identify any areas of Native American heritage significance.

The consultation notification letter must be sent by the County; therefore, CONTRACTOR will assist the County in preparation for formal government-to-government consultation (AB 52 and SB 18). Anticipated Hours: 3

Develop the Cultural Resources Technical Report (CRTR). The Regulatory Setting section will address all relevant local, state, and national regulations and guidelines for cultural resources.

The Historical Resources section will identify known CEQA historical resources, as identified in the records search, prior County surveys, and lists of historical resources maintained by the County. This section will provide a summary of the types of historical resources based on a review of Northwest Information Center and County records.

A map illustrating known historical resources (architectural only) and an archaeological sensitivity map (archaeological only) will be included.

The Impacts and Mitigation section will define the significance thresholds for adverse impacts under CEQA to cultural resources within the County. Specific

Docusign Envelope ID: F2774999-950D-48BD-85B1-606E15C0BE97

project impacts will not be addressed, only broad potential for impacts on types of resources and/or types of projects. Mitigation Measures will be identified to reduce impacts as applicable and will include those adopted by the County regarding cultural resources. Recommendations will include policies that would foster the preservation of known resources.

Deliverables:

- *Draft and Final Area of Potential Effect (APE) map (PDF and/or GIS).*
- *Administrative Draft summary analysis of Cultural Resources Technical Report (CRTR) including Confidential Appendices (digital MS Word format).*
- *Final Draft summary analysis of CRTR including Confidential Appendices (digital MS Word and PDF formats).*
- *CRTR as appendix to the PEIR (PDF format).*

9.3.4 - Greenhouse Gas (GHG) Emissions Technical Memorandum

CONTRACTOR shall prepare a GHG Emissions analysis to assess the GHG impacts associated with the proposed changes identified in the HEU. The analysis will provide technical background information in support of the GHG impacts analysis as an appendix to the PEIR. Tasks include the following:

Provide a description of the most common GHG constituents and summarize applicable legislation that pertains to GHG emissions, such as Assembly Bill 1279 and Senate Bill 32.

Conduct an inventory of GHGs for construction of the project that will focus on the three types of GHG emissions anticipated to be generated by the project including carbon dioxide, methane, and nitrous oxide.

Use the most current version of CalEEMod to estimate existing and buildout GHG emissions from land use operation.

Evaluate the project's significance based on the County of Monterey Community Climate Action and Adaptation Plan efforts and the California Air Resources Board's 2022 Scoping Plan. If necessary, recommend program-level mitigation measures to reduce potential impacts.

Prepare the draft GHG technical analysis and submit for review; prepare one (1) set of revisions. Anticipated Hours: 8

Deliverable:

- *Administrative Draft of GHG emissions analysis (digital MS Word format).*
- *Final Draft of GHG emissions analysis (digital MS Word and PDF formats).*
- *Supporting data as appendix to the PEIR (PDF format).*

Docusign Envelope ID: F2774999-950D-48BD-85B1-606E15C0BE97

9.3.5 – Noise Technical Memorandum

CONTRACTOR shall prepare a noise technical analysis to assess the noise impacts associated with the changes identified in the HEU. Tasks include the following:

Provide a brief description of the contributors to the existing local noise environment, including transportation and operational sources, based on the existing County planning documents, such as the existing General Plan.

Provide an overview of relevant standards and policies in the County's planning documents, specifically the land use compatibility table in the General Plan Safety Element. Identify a threshold of significance for changes in ambient noise level based on County noise compatibility standards.

Compare existing and future roadway noise levels for up to ten roadway segments using standard equations adopted from the Federal Highway Administration Highway Noise Prediction Model (RD 77 108).

Review changes to the proposed Land Use Map to identify potential incompatibilities from operational noise.

Recommend program-level mitigation measures to reduce potential impacts, if necessary.

Prepare the draft noise technical analysis and submit for review by the County and prepare one (1) set of revisions.

Deliverable:

- *Administrative Draft of noise analysis (digital MS Word and PDF formats).*
- *Final Draft of noise analysis (digital MS Word and PDF).*
- *Supporting data as appendix to the PEIR (PDF format).*

9.3.6 – Transportation Impact Analysis

CONTRACTOR shall conduct the Transportation Impact Analysis and will include the following tasks:

Project Management and Meetings: CONTRACTOR assumes that project management and coordination activities will last throughout the duration of the targeted Monterey County Housing Element Update.

Up to ten project meetings (virtual) are included in addition to the kick-off meeting and include one (1) Planning Commission meeting and one (1) Board of Supervisors' meeting. Three project meetings (virtual) have been taken place as of July 30, 2025.

Docusign Envelope ID: F2774999-950D-48BD-85B1-606E15C0BE97

*Planning Level Safety Assessment and Documentation***:** CONTRACTOR shall perform a planning level safety assessment of major roadways utilizing the AMBAG model. CONTRACTOR will review model volumes with and without the proposed Housing Element Update and determine the Housing Element Update potentially substantial increase in hazards on the roadway network.

Multimodal Analysis and Documentation: CONTRACTOR will review existing and proposed County bicycle and pedestrian facilities. CONTRACTOR will identify potentially significant impacts and mitigations based on the proposed Housing Element Update and the available bicycle and pedestrian facilities within the area.

Transit Analysis and Documentation: CONTRACTOR will review existing and proposed transit facilities identified by Monterey-Salinas Transit (MST). CONTRACTOR will identify potentially significant impacts and mitigations based on the proposed Housing Element Update.

Vehicle Miles Travelled (VMT) Analysis:
CONTRACTOR will prepare a SB 743-compliant analysis for the County HEU. The following major activities would be included:

- Using the latest AMBAG model, update Countywide land use assumption for Housing Element Update.
- Preparing analysis by land use type for each Traffic Analysis Zone (TAZ) included in the County.
- Conduct model runs for project scenarios including select zone analysis as required.
- Evaluate resultant VMT by land use type (in the aggregate) against current adopted thresholds.
- Identify a framework of Transportation Demand Measures (TDM) or infrastructure improvements to mitigate VMT impacts.
- Prepare documentation for inclusion in the Environmental Impact Report (EIR)

SB 743 Analysis - CONTRACTOR will prepare VMT analysis for the HEU including Existing Year conditions and Year 2031. This analysis will be in accordance with the County's SB 743 Implementation guidelines. The resultant analysis will be evaluated against County's currently adopted thresholds to make a significant impact determination. Scenarios for the VMT analysis will include:

- Existing Year conditions,
- Existing plus Housing Element Update
- Year 2031 No Housing Element Update, and
- 2031 Plus Housing Element Update.

Docusign Envelope ID: F2774999-950D-48BD-85B1-606E15C0BE97

Given the expansive nature of the Housing Element, the VMT will be presented as a Countywide metric.

VMT Mitigation - CONTRACTOR shall establish a framework for TDM within the HEU as well as suggest other VMT mitigation approaches including infrastructure as appropriate.

CONTRACTOR may require additional hours to those provided in the budget if a more extensive approach is necessary, subject to prior County approval.

VMT Analysis Documentation - CONTRACTOR will document the methods and results of the VMT analyses in a brief technical memorandum format with graphics as deemed appropriate. CONTRACTOR will prepare and submit an electronic (PDF) copy of the memorandum to the County.

CONTRACTOR will address and respond to one (1) set of non-conflicting comments from the County and submit an electronic final copy of the memorandum to the County to be incorporated into the EIR.

Deliverables:

- *One (1) virtual Transportation Impact Analysis kick-off meeting - Complete. Up to ten (10, of which 3 are complete) virtual project meetings, inclusive of one (1) Planning Commission meeting and one (1) Board of Supervisors' meeting.*
- *Administrative Draft of VMT Analysis Technical Memorandum including the following components (digital MS Word format).*
    - *Safety assessment of the roadway network*
    - *Multimodal facilities assessment*
    - *Transit facilities assessment*
    - *VMT Analysis*
    - *A table detailing VMT per major land use category.*
    - *Maps and graphics illustrating VMT analysis results.*
    - *Framework for TDM with descriptions and qualitative assessment of mitigation and infrastructure recommendations and qualitative assessment of mitigation.*
- *Supporting data as appendix to the PEIR (PDF format).*
- *Final VMT Analysis Memorandum (digital).*

Task 9.4- Draft PEIR

Task 9.4.1 – Administrative Draft PEIR

CONTRACTOR shall prepare the Administrative Draft PEIR, and applicable appendices, to address all required environmental topics and analyses in full compliance with CEQA (PRC Section 21000 et seq.) and the CEQA Guidelines (CCR Section 15000 et seq.).

Docusign Envelope ID: F2774999-950D-48BD-85B1-606E15C0BE97

CONTRACTOR's Draft PEIR shall comply with the CEQA Guidelines and generally follow the format described below:

Executive Summary: The Executive Summary will contain elements required in CEQA Guidelines, Section 15123, and will include a brief description of the project, the environmental setting, and the alternatives evaluated in the PEIR. It will also include a discussion of areas of controversy and issues to be resolved. Significant effects and mitigation will be described in a table listing the issue, impacts identified in the PEIR, the significance of impacts before mitigation, mitigation recommended in the PEIR, and the significance of impacts after mitigation.

Introduction: The Introduction chapter will describe the purpose, scope, and legislative authority of the EIR and pertinent environmental rules and regulations. The Introduction will describe the process, structure, required contents, and their relationship to other potential responsible or trustee agencies.

Environmental Setting: The Environmental Setting will be prepared as described in CEQA Guidelines, Section 15125, and will briefly describe physical conditions as they exist in the project vicinity with emphasis on conditions important to the analysis of impacts. Compliance or inconsistency with applicable adopted local or regional plans will be briefly discussed.

Project Description: A project description will be prepared in accordance with CEQA Guidelines, Section 15124, describing the basic characteristics of the project, including site location and boundaries, background information, project objectives, technical and environmental characteristics, project size, phasing information, and construction methods.

Environmental Analysis: The analyses will be based on the technical studies listed under Task 3 and additional analyses determined necessary to adequately address the issue and provide a legally defensible document. The supporting technical studies and pertinent data will be included as appendices to the PEIR or summarized and incorporated by reference, as provided in the CEQA Guidelines. It is anticipated that the Draft PEIR will address the following environmental topics in detail:

- Aesthetics
- Agriculture and Forestry Services
- Air Quality
- Biological Resources
- Cultural Resources
- GHG Emissions
- Land Use & Planning
- Noise
- Public Services
- Transportation
- Tribal Cultural Resources (requires AB 52 consultation)
- Utilities and Service Systems
- Wildfire

Docusign Envelope ID: F2774999-950D-48BD-85B1-606E15C0BE97

The analysis for each topic will include (1) Existing Conditions, a description of the existing conditions of the site specific to the resource topic, upon which potential environmental changes or impacts can be based; (2) Regulatory Framework, a description of applicable federal, state, regional and local laws, regulations, plans, and policies; and (3) Project Impact Analysis and Mitigation Measures, based on the established significance thresholds. As required by Section 15126.2(a) of the CEQA Guidelines, direct, indirect, short-term, extended term, on-site, and/or off-site impacts will be addressed, as appropriate, for the environmental issue being analyzed. Note that other topics from the CEQA Guidelines Appendix G (i.e., Energy, Geology and Soils, Hazards and Hazardous Materials, Hydrology and Water Quality, Mineral Resources, Population and Housing, and Recreation) are anticipated to be addressed in the Effects Found Not to be Significant section.

The Mitigation Measures subsection will list the mitigation measures that could reduce the severity of impacts identified in the Impacts subsection. The PEIR will provide an evaluation of feasible mitigation measures, which could be carried out to reduce or eliminate adverse impacts of the proposed project. CEQA Guidelines, Section 15126.4, requires an EIR to "describe feasible measures which could minimize significant adverse impacts." The CEQA Guidelines, Section 15364, defines feasibility as capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, legal, social, and technological considerations. Furthermore, the mitigation measures will be designed to streamline future development project environmental review under CEQA by creating performance standard mitigation measures.

In addition, the References subsection will provide a bibliography of reference materials used in preparing the particular topical section of the PEIR.

Cumulative Impacts: The Cumulative Impacts analysis will address each of the environmental topic subsections addressed in the Environmental Analysis chapter. The cumulative impact analysis will be included under a separate heading for each environmental topic discussion in the Environmental Analysis chapter. For each topic subsection, four questions will be addressed in the analysis:

What is the geographic context of the analysis?
Does a significant cumulative impact exist?
If so, what is the project's contribution before implementation of project-level mitigation measures?
What is the project's contribution after implementation of project-level mitigation measures?

Other CEQA Considerations: This section will discuss the proposed project and the potential for the development of the project to foster economic or

Docusign Envelope ID: F2774999-950D-48BD-85B1-606E15C0BE97

population growth or the construction of additional housing in the surrounding environment. Included will be a discussion of the potential for the project to contribute to growth of undeveloped areas through the extension or construction of new infrastructure facilities. Consistent with CEQA Guidelines, Section 15126.2, the discussion will not assume that growth is necessarily beneficial, detrimental, or of little significance to the environment.

This section also will include a subsection on Effects Found Not to be Significant (anticipated to include Energy, Geology and Soils, Hazards and Hazardous Materials, Hydrology and Water Quality, Mineral Resources, Population and Housing, and Recreation), consisting of a brief explanation of CEQA Guidelines Appendix G Environmental Checklist Form items without a potential to be significant for this project. This chapter also will include subsections discussing significant and unavoidable environmental impacts and significant irreversible environmental effects.

Alternatives Analysis: CONTRACTOR will work closely with the County to identify a range of potential project alternatives that would avoid or reduce one or more of the significant effects expected to result from the proposed project, while meeting most or all of the project objectives. CONTRACTOR will evaluate up to three project alternatives, including the No Project Alternative required by CEQA. Two other alternatives will be developed in consultation with County staff in light of the environmental impacts associated with the project. Any general mapping graphic materials necessary to describe the project alternatives shall be prepared by CONTRACTOR, in consultation with County staff. In addition, as required by the CEQA Guidelines, the environmentally superior alternative will be identified. If this is the No Project Alternative, the next environmentally superior alternative will be identified. A comparison of alternatives to the project will be provided in a matrix format for each of the environmental topics, depicting whether the alternative would result in less, more, or the same impact as the project.

***Deliverable*:**
Administrative Draft PEIR, including technical appendices (digital MS Word and PDF formats).

Task 9.4.2 –Screencheck Draft PEIR
CONTRACTOR shall address one (1) set of compiled comments received from the County on the Administrative Draft PEIR and prepare a Screencheck Draft PEIR, including the appendices, and a track-changes version with all edits shown in tracking mode (strikeout/underline).

Deliverable:
Screencheck Draft PEIR, including technical appendices (digital MS Word and PDF formats).

Docusign Envelope ID: F2774999-950D-48BD-85B1-606E15C0BE97

Task 9.4.3 – Public Review Draft PEIR

CONTRACTOR shall finalize the Draft PEIR and appendices upon the County's determination that the Draft PEIR is ready for public release.

CONTRACTOR shall prepare the required hard copies and electronic copies, including a web-ready electronic version.

CONTRACTOR and the County shall coordinate efforts to prepare an appropriate mailing list.

CONTRACTOR shall be responsible for preparation, distribution, and filing of all public notices associated with the Draft PEIR, as well as distribution to a mailing list of the Draft PEIR for a 45-day public review period.

CONTRACTOR shall submit the public Review Draft PEIR and appendices in PDF and MS Word format.

CONTRACTOR shall provide all required notices in association with the release of the Draft PEIR, the Notice of Availability, Notice of Completion, and the Office of Planning and Research Summary Form for submittal to the State Clearinghouse.

Deliverables:

- *Public Review Draft PEIR, including technical appendices (digital MS Word and PDF formats); three hard copies with PDF only for the technical appendices.*
- *Notice of Availability, Notice of Completion, OPR Summary Form*

Task 9.5 – FINAL PEIR

9.5.1 - Response to Comments and Text Revisions

CONTRACTOR, following receipt of all comments on the Draft PEIR, shall prepare written responses to all comments that address the adequacy of the Draft PEIR. Comments that do not address EIR adequacy will be noted as such and no further response will be provided unless deemed necessary by the County. CONTRACTOR has budgeted for approximately 75 individual comments.

CONTRACTOR shall create a Response to Comments section for the Final PEIR that will contain an introduction describing the public review process for the Draft PEIR, copies of all comment letters, and written responses to all comments.

CONTRACTOR will review all EIR revisions to ensure that recirculation is not required. The response to comments and any changes made to the Draft PEIR in response to the comments will be submitted to County staff for review in PDF and MS Word format.

Docusign Envelope ID: F2774999-950D-48BD-85B1-606E15C0BE97

- CONTRACTOR will include a Mitigation Monitoring and Reporting Program (MMRP) in the Final PEIR, pursuant to Section 21081.6 of the Public Resources Code.
- CONTRACTOR will make one (1) round of edits to the draft response to comments.
- CONTRACTOR will ensure that the Final PEIR is distributed to commenters on the Draft PEIR at least ten days prior to certifying the EIR (CEQA Guidelines Section 15088).

Deliverables:

- *Administrative Draft of Final PEIR (digital MS Word and PDF formats).*
- *Administrative Draft MMRP (digital MS Word and PDF formats).*
- *Final Draft of Final PEIR (digital MS Word and PDF formats).*
- *Final Draft of MMRP (digital MS Word and PDF formats).*

Task 9.5.2 – Certification Documents

CONTRACTOR shall prepare and submit for County staff review draft CEQA Findings and a draft Statement of Overriding Considerations, if necessary, consistent with the requirements of CEQA Guidelines, Sections 15091 and 15093.

CONTRACTOR shall prepare CEQA Findings for each significant impact identified, accompanied by an explanation of the rationale for each finding.

CONTRACTOR, in coordination with the County, will prepare a Statement of Overriding Considerations for the identified significant and unavoidable impacts that explains why the project's overall benefits outweigh the project's significant and unavoidable impacts.

CONTRACTOR will submit the Draft Findings and Statement of Overriding Considerations to the County in PDF and MS Word formats.

CONTRACTOR will prepare a Notice of Determination (NOD) within five working days of PEIR certification.

CONTRACTOR will file the NOD with the Office of Planning and Research and assume that the County will file the required California Department of Fish and Wildlife filing fees with the County Clerk (the fee to file an EIR in 2025 is $4,123.50) and are not included in CONTRACTOR's budget.

Deliverables:

- *Administrative Draft CEQA findings and Statement of Overriding Considerations (digital MS Word format)*
- *Final Draft CEQA Findings and Statement of Overriding Considerations (digital MS Word and PDF formats).*

Docusign Envelope ID: F2774999-950D-48BD-85B1-606E15C0BE97

- *Notice of Determination preparation.*
- *Notice of Determination filing with Office of Planning and Research (CDFW fee is excluded).*

Task 9.6 – PEIR Project Coordination (Project Management, Meetings, QA/QC)

CONTRACTOR shall conduct project managements tasks related to the PEIR, including organizing the project in terms of technical scope of work, budget, scheduling; overseeing its implementation; internal coordination, organizing and overseeing report preparation and QA/QC procedures; and leading regular conference calls.

CONTRACTOR shall immediately identify any out-of-scope tasks and discuss the need for additional tasks, any related cost increase, and the ability of the project contingency fund to cover the additional cost. No out-of-scope work shall be initiated without prior approval from the County.

CONTRACTOR bases the project management tasks on an estimated duration of 11 months.

CONTRACTOR shall participate in up to ten coordination calls with County staff, and, if needed, technical support staff.

CONTRACTOR shall prepare and present at two public hearings summarizing the findings from the Draft PEIR and any major changes made in the Final PEIR and will answer any questions related to the PEIR and its process.

CONTRACTOR shall ensure all project deliverables are thoroughly reviewed before submittal to the County. Suggested revisions will be implemented to ensure the documents are legally defensible and CEQA compliant.

CONTRACTOR shall ensure draft and final documents receive in-house technical edit.

Deliverables:

- *Participate in up to eighteen (18, of which 17 are complete) coordination calls.*
- *Prepare, present, and participate in up to two (2) public hearings.*

B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENT

County shall pay an amount not to exceed $1,737,838 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

Docusign Envelope ID: F2774999-950D-48BD-85B1-606E15C0BE97

EXHIBIT A-2 – SCOPE OF WORK/PAYMENT PROVISIONS

Task	Budget	Increase Amount	Total Budget
Task 1 – Project Management & Coordination	$129,953.25	$56,872	$186,825.25
Task 2 – Community Outreach and Engagement	$104,723.75	$0	$104,723.75
Task 3 – Update to the Housing Element (6th Cycle)	$659,889	$75,334.50	$735,223.50
Task 4 – Update to the Safety Element	$56,832.50	$12,377.50	$69,210
Task 5 – Preparation of an Environmental Justice Element	$80,642.50	$0	$80,642.50
Task 6 – Public Hearings	$22,125	$0	$22,125
Task 7 – Environmental Analysis (CEQA – Safety and Environmental Justice Elements	$39,150	$0	$39,150
Task 8 – Final Draft Hearings, Final Adoption and Certification	$10,000	$0	$10,000
Task 9 - Environmental Analysis (CEQA – Housing Element)	$489,586	$0	$489,586
Contingency	$352	$0	$352
TOTAL	**$1,593,254**	**$144,584**	**$1,737,838**

CONTRACTOR warrants that the costs 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.

CONTINGENCY FUNDS

- CONTRACTOR has included in the project's budget a contingency of $352 to the overall cost of services to address unanticipated project tasks.
- CONTRACTOR shall obtain express written or email authorization from the County prior to proceeding with any additional tasks.

SCHEDULE

PEIR with final documents	10 months from determination of final HEU sites and receipt of all requested data needs (not including hearings for recommendations and adoption).
Final Sites Determination	September 30, 2025 (Timeline may extend if State review of 2nd submission of the Draft HEU prompts need for additional sites)
Transportation Analysis	Upon final HEU sites
Air Quality, GHG, Noise Technical Studies, and PEIR	Upon completion of Transportation Analysis

Docusign Envelope ID: F2774999-950D-48BD-85B1-606E15C0BE97

EXHIBIT A-2 – SCOPE OF WORK/PAYMENT PROVISIONS

B.2 CONTRACTOR'S BILLING PROCEDURES

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6, "Payment Conditions," of the Agreement. All invoices shall reference the Multiyear Agreement (MYA) number 6748, Project name, and/or services, and associated Delivery Order number. An original invoice shall be mailed to the following address or in Portable Document Format via email to: 194-HCD-Finance@countyofmonterey.gov.

County of Monterey
Housing and Community Development (HCD) – Finance
1441 Schilling Place, 2nd Floor
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement should be directed to HCD Finance at (831) 755-4800 or via email to: 194-HCD-Finance@countyofmonterey.gov.

County may, in its sole discretion, terminate this Agreement or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

No payments in advance or in anticipation of services to be provided under this Agreement shall be made by the County.

The County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

****THIS SECTION INTENTIONALLY LEFT BLANK****

Attachment 6

Board Order Amendment No. 1 to
Agreement No. 16047

****THIS PAGE INTENTIONALLY LEFT BLANK****

DocuSign Envelope ID: 4048F229-3409-4414-8655-6D3A4A391BDD

Monterey County
Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

Board Order

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Mary L. Adams to:

Adopt Resolution No.: 24-158 ; Agreement No.: A-16047 ; Amendment No.: 1
REF220020 - GENERAL PLAN HOUSING ELEMENT 6TH CYCLE UPDATE
a. Approve Amendment No. 1 to Professional Services Agreement No. A-16047 with Harris and Associates, Inc., to include additional services associated with completion of the General Plan Housing Element 6th Cycle Update environmental review, adding $625,734 to the existing agreement for a new total not to exceed amount of $1,593,254, and extending the term date by two years to a new end date of September 30, 2027; and
b. Authorize the Housing and Community Development Department (HCD) Director, or their designee, to execute up to three (3) future amendments to the Agreement, each extending the term by one year, where the total amendments do not significantly alter the scope of work, do not exceed ten percent (10% or $159,325) of the amended contract amount, and do not exceed the maximum aggregate amount of $1,752,579, subject to review by County Counsel.

PASSED AND ADOPTED on this 14th day of May 2024, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew, and Adams
NOES: None
ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting May 14, 2024.

Dated: May 15, 2024
File ID: A 24-189
Agenda Item No.: 36

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

Emmanuel H. Santos

Emmanuel H. Santos, Deputy

County of Monterey

Board Report

Legistar File Number: RES 26-014

Item No.37

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

March 17, 2026

Introduced: 12/22/2025

Current Status: Public Works, Facilities & Parks - Consent

Version: 1

Matter Type: BoS Resolution

Adopt a resolution:

a. Authorizing the Auditor-Controller to amend Fiscal Year 2025-26 Adopted Budget to increase appropriations by $65,162 in General Fund 001, Litter Control Appropriation Unit PFP002, financed by a decrease of $65,162 in General Fund 001, Contingencies Appropriation Unit CAO020 for homeless encampment cleanup (4/5ths vote required); and

b. Authorizing the Auditor-Controller to amend Fiscal Year 2025-26 Adopted Budget to increase appropriations by $263,120 in the General Fund 001, Stormwater and Floodplain Management Appropriation Unit PFP061, financed by a decrease of $263,120 in General Fund 001, Contingencies Appropriation Unit CAO020 for Carmel Lagoon sandbar management & flood prevention (4/5ths vote required).

RECOMMENDATION:

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

a. Authorizing the Auditor-Controller to amend Fiscal Year 2025-26 Adopted Budget to increase appropriations by $65,162 in General Fund 001, Litter Control Appropriation Unit PFP002, financed by a decrease of $65,162 in General Fund 001, Contingencies Appropriation Unit CAO020 for homeless encampment cleanup (4/5ths vote required); and

b. Authorizing the Auditor-Controller to amend Fiscal Year 2025-26 Adopted Budget to increase appropriations by $263,120 in the General Fund 001, Stormwater and Floodplain Management Appropriation Unit PFP061, financed by a decrease of $263,120 in General Fund 001, Contingencies Appropriation Unit CAO020 for Carmel Lagoon sandbar management & flood prevention (4/5ths vote required).

SUMMARY:

The Public Works, Facilities & Parks (PWFP) Department completed mandated homeless encampment cleanups and Carmel Lagoon sandbar management activities in Fiscal Year (FY) 2025-26 at the direction of the County Administrative Office (CAO). However, the Board did not approve the requested augmentation during budget adoption. These actions were necessary to address fire hazards, safety risks, and flood-prevention obligations under State and federal Resource Agency permits and the 2013 Memorandum of Understanding (MOU) with the U.S. Army Corps of Engineers (USACE) and National Marine Fisheries Service (NMFS). The recommended budget adjustments include reimbursement for costs already incurred and funding to cover estimated costs for additional encampment abatement and lagoon management activities anticipated through the remainder of the fiscal year to ensure continuity of mandated work.

DISCUSSION:
During the FY 2025-26 budget development process, PWFP submitted augmentation requests for homeless encampment cleanup and Carmel Lagoon sandbar management. Although the Board did not approve additional appropriations at budget adoption, the County Administrative Office subsequently directed PWFP to proceed with this work due to regulatory requirements, public safety risks, and the immediate need to address hazardous conditions. As a result, PWFP incurred costs without corresponding budget authority and also faces additional, anticipated costs for the remainder of FY 2025-26, requiring the adjustments recommended in this report.
PWFP has completed several significant homeless encampment abatement projects, including cleanups along Boronda Road and Davis Road Bridge. The Davis Road Bridge project occurred within the road right-of-way and was therefore eligible for Road Fund restricted revenues. In contrast, the Boronda Road cleanup and many upcoming encampment abatement efforts are located outside of road right-of-way areas and have no identified funding source. These sites contain extensive accumulated debris, dry vegetation, and hazardous materials that pose substantial fire and public safety risks. Because the scope and complexity of the work exceeded the capacity of PWFP's four-person Grounds Crew, who are also responsible for countywide route maintenance and more than 1,000 annual service requests, PWFP engaged a contracted service provider, Smith & Enright to perform heavy brush clearing, debris removal, and specialized cleanup activities. Additional encampment abatement projects are planned for Manzanita Park, 1488 Schilling Place, and the Calle Del Adobe area, with estimated costs reflected in this request to support work through fiscal year-end, and further sites anticipated as conditions continue to evolve.

The cleanup activities remain necessary to comply with state and local fire codes, reduce blight, and maintain defensible space on County-owned parcels, unimproved lots, abandoned roadways, and utility easements. Fuel loads continue to grow due to seasonal weather patterns, and encampment activity contributes to increased fire potential. Previous abatement work has been credited by fire professionals with preventing major fire incidents and property loss, demonstrating the effectiveness and necessity of ongoing mitigation efforts.
The Carmel River Lagoon sandbar management is performed annually under the County's 2013 MOU with the USACE and the NMFS regarding flood prevention and habitat protection at the lagoon, approved by the County Board of Supervisors on June 11, 2013. State and federal Resource Agency permits, such as the long-term USACE permit issued in 2020 - a five-year Department of the Army permit (Permit No. 196-19089S) and a ten-year NMFS Biological Opinion (WCRO-2013-00009) - provide the County with the authority and interim parameters to conduct annual sandbar management during the winter months while all parties work toward a permanent solution. Additional required State permits include: California Regional Water Quality Control Board (RWQCB) 401 certification, a California Coastal Commission (CCC) Emergency Coastal Development Permit, and a California Department of Fish and Wildlife (CDFW) Lake or Streambed Alteration permit. This work is needed to prevent flooding of homes and infrastructure surrounding the lagoon. Activities include basic flood-protection measures, mechanical sandbar management, and required biological and regulatory monitoring. These costs are not eligible for Road Fund support and have increased due to increasingly stringent regulatory requirements. Without these annual actions, the surrounding residential community of the 4th Addition (in District 5) would be at substantial risk of flooding and associated property damage.

The recommended budget adjustments will align appropriations with the work performed and additional cleanup sites and lagoon management work anticipated later this fiscal year utilizing General Fund Contingencies.

In conclusion, the activities described above, homeless encampment abatement and annual Carmel Lagoon sandbar management, are not one-time needs but recurring operational responsibilities driven by regulatory obligations, environmental conditions, and ongoing public safety risks. Without an increase to the General Fund contribution that accurately reflects the true annual cost of these services, PWFP must continue returning mid-year with reactive funding requests, creating uncertainty for both operations and fiscal planning. Establishing ongoing baseline funding for these mandated activities would support a more sustainable and proactive approach, reduce reliance on General Fund Contingencies, and ensure that the County can consistently meet safety, fire-hazard mitigation, and flood-prevention requirements.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The County Administrative Office Budget & Analysis Division reviewed the report. This item went to and was supported by the Budget Committee on January 28, 2026.

FINANCING:
The recommended actions are financed through a decrease of $328,282 from General Fund Contingencies for homeless encampment cleanup and Carmel Lagoon sandbar management. With a current balance of $5,481,262, adoption of these adjustments would reduce the General Fund Contingencies balance to $5,152,980.
It is noteworthy, that as of the date this report was written, there were two other pending requests for use of contingencies totaling $4,350,000, and if approved by the board, would reduce the balance to $1,131,262. And then this request would further reduce the balance to $802,980.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This recommendation advances the Board's Strategic Plan Goals by supporting mandated public safety, fire-hazard mitigation, and flood-prevention activities that protect residents, infrastructure, and environmental resources. The proposed budget amendments ensure compliance with existing permits, MOUs, and regulatory obligations while maintaining continuity of essential County operations.

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

Prepared by: Jessica Cordiero-Martinez, Finance Manager III, (831) 755-4824
Reviewed: Lindsay Lerable, Assistant Director of Public Works, Facilities and Parks
Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities and Parks

Attachments:
Attachment A - Draft Board Resolution

County of Monterey

Board Report

Legistar File Number: RES 26-014

Item No.

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

March 17, 2026

Introduced: 12/22/2025
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Resolution

Adopt a resolution:

a. Authorizing the Auditor-Controller to amend Fiscal Year 2025-26 Adopted Budget to increase appropriations by $65,162 in General Fund 001, Litter Control Appropriation Unit PFP002, financed by a decrease of $65,162 in General Fund 001, Contingencies Appropriation Unit CAO020 for homeless encampment cleanup (4/5ths vote required); and

b. Authorizing the Auditor-Controller to amend Fiscal Year 2025-26 Adopted Budget to increase appropriations by $263,120 in the General Fund 001, Stormwater and Floodplain Management Appropriation Unit PFP061, financed by a decrease of $263,120 in General Fund 001, Contingencies Appropriation Unit CAO020 for Carmel Lagoon sandbar management & flood prevention (4/5ths vote required).

RECOMMENDATION:

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

a. Authorizing the Auditor-Controller to amend Fiscal Year 2025-26 Adopted Budget to increase appropriations by $65,162 in General Fund 001, Litter Control Appropriation Unit PFP002, financed by a decrease of $65,162 in General Fund 001, Contingencies Appropriation Unit CAO020 for homeless encampment cleanup (4/5ths vote required); and

b. Authorizing the Auditor-Controller to amend Fiscal Year 2025-26 Adopted Budget to increase appropriations by $263,120 in the General Fund 001, Stormwater and Floodplain Management Appropriation Unit PFP061, financed by a decrease of $263,120 in General Fund 001, Contingencies Appropriation Unit CAO020 for Carmel Lagoon sandbar management & flood prevention (4/5ths vote required).

SUMMARY:

The Public Works, Facilities & Parks (PWFP) Department completed mandated homeless encampment cleanups and Carmel Lagoon sandbar management activities in Fiscal Year (FY) 2025-26 at the direction of the County Administrative Office (CAO). However, the Board did not approve the requested augmentation during budget adoption. These actions were necessary to address fire hazards, safety risks, and flood-prevention obligations under State and federal Resource Agency permits and the 2013 Memorandum of Understanding (MOU) with the U.S. Army Corps of Engineers (USACE) and National Marine Fisheries Service (NMFS). The recommended budget adjustments include reimbursement for costs already incurred and funding to cover estimated costs for additional encampment abatement and lagoon management activities anticipated through the remainder of the fiscal year to ensure continuity of mandated work.

DISCUSSION:
During the FY 2025-26 budget development process, PWFP submitted augmentation requests for homeless encampment cleanup and Carmel Lagoon sandbar management. Although the Board did not approve additional appropriations at budget adoption, the County Administrative Office subsequently directed PWFP to proceed with this work due to regulatory requirements, public safety risks, and the immediate need to address hazardous conditions. As a result, PWFP incurred costs without corresponding budget authority and also faces additional, anticipated costs for the remainder of FY 2025-26, requiring the adjustments recommended in this report.
PWFP has completed several significant homeless encampment abatement projects, including cleanups along Boronda Road and Davis Road Bridge. The Davis Road Bridge project occurred within the road right-of-way and was therefore eligible for Road Fund restricted revenues. In contrast, the Boronda Road cleanup and many upcoming encampment abatement efforts are located outside of road right-of-way areas and have no identified funding source. These sites contain extensive accumulated debris, dry vegetation, and hazardous materials that pose substantial fire and public safety risks. Because the scope and complexity of the work exceeded the capacity of PWFP's four-person Grounds Crew, who are also responsible for countywide route maintenance and more than 1,000 annual service requests, PWFP engaged a contracted service provider, Smith & Enright to perform heavy brush clearing, debris removal, and specialized cleanup activities. Additional encampment abatement projects are planned for Manzanita Park, 1488 Schilling Place, and the Calle Del Adobe area, with estimated costs reflected in this request to support work through fiscal year-end, and further sites anticipated as conditions continue to evolve.

The cleanup activities remain necessary to comply with state and local fire codes, reduce blight, and maintain defensible space on County-owned parcels, unimproved lots, abandoned roadways, and utility easements. Fuel loads continue to grow due to seasonal weather patterns, and encampment activity contributes to increased fire potential. Previous abatement work has been credited by fire professionals with preventing major fire incidents and property loss, demonstrating the effectiveness and necessity of ongoing mitigation efforts.
The Carmel River Lagoon sandbar management is performed annually under the County's 2013 MOU with the USACE and the NMFS regarding flood prevention and habitat protection at the lagoon, approved by the County Board of Supervisors on June 11, 2013. State and federal Resource Agency permits, such as the long-term USACE permit issued in 2020 - a five-year Department of the Army permit (Permit No. 196-19089S) and a ten-year NMFS Biological Opinion (WCRO-2013-00009) - provide the County with the authority and interim parameters to conduct annual sandbar management during the winter months while all parties work toward a permanent solution. Additional required State permits include: California Regional Water Quality Control Board (RWQCB) 401 certification, a California Coastal Commission (CCC) Emergency Coastal Development Permit, and a California Department of Fish and Wildlife (CDFW) Lake or Streambed Alteration permit. This work is needed to prevent flooding of homes and infrastructure surrounding the lagoon. Activities include basic flood-protection measures, mechanical sandbar management, and required biological and regulatory monitoring. These costs are not eligible for Road Fund support and have increased due to increasingly stringent regulatory requirements. Without these annual actions, the surrounding residential community of the 4th Addition (in District 5) would be at substantial risk of flooding and associated property damage.

The recommended budget adjustments will align appropriations with the work performed and additional cleanup sites and lagoon management work anticipated later this fiscal year utilizing General Fund Contingencies.

In conclusion, the activities described above, homeless encampment abatement and annual Carmel Lagoon sandbar management, are not one-time needs but recurring operational responsibilities driven by regulatory obligations, environmental conditions, and ongoing public safety risks. Without an increase to the General Fund contribution that accurately reflects the true annual cost of these services, PWFP must continue returning mid-year with reactive funding requests, creating uncertainty for both operations and fiscal planning. Establishing ongoing baseline funding for these mandated activities would support a more sustainable and proactive approach, reduce reliance on General Fund Contingencies, and ensure that the County can consistently meet safety, fire-hazard mitigation, and flood-prevention requirements.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The County Administrative Office Budget & Analysis Division reviewed the report. This item went to and was supported by the Budget Committee on January 28, 2026.

FINANCING:
The recommended actions are financed through a decrease of $328,282 from General Fund Contingencies for homeless encampment cleanup and Carmel Lagoon sandbar management. With a current balance of $5,481,262, adoption of these adjustments would reduce the General Fund Contingencies balance to $5,152,980.
It is noteworthy, that as of the date this report was written, there were two other pending requests for use of contingencies totaling $4,350,000, and if approved by the board, would reduce the balance to $1,131,262. And then this request would further reduce the balance to $802,980.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This recommendation advances the Board's Strategic Plan Goals by supporting mandated public safety, fire-hazard mitigation, and flood-prevention activities that protect residents, infrastructure, and environmental resources. The proposed budget amendments ensure compliance with existing permits, MOUs, and regulatory obligations while maintaining continuity of essential County operations.

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

Prepared by: Jessica Cordiero-Martinez, Finance Manager III, (831) 755-4824
Reviewed: Lindsay Lerable, Assistant Director of Public Works, Facilities and Parks
Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities and Parks

Attachments:
Attachment A - Draft Board Resolution

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

Resolution No. 26-_____:
Adopt a resolution:
a. Authorizing the Auditor-Controller to amend Fiscal Year 2025-26 Adopted Budget to increase appropriations by $65,162 in General Fund 001, Litter Control Appropriation Unit PFP002, financed by a decrease of $65,162 in General Fund 001, Contingencies Appropriation Unit CAO020 for homeless encampment cleanup (4/5ths vote required); and
b. Authorizing the Auditor-Controller to amend Fiscal Year 2025-26 Adopted Budget to increase appropriations by $263,120 in the General Fund 001, Stormwater and Floodplain Management Appropriation Unit PFP061, financed by a decrease of $263,120 in General Fund 001, Contingencies Appropriation Unit CAO020 for Carmel Lagoon sandbar management & flood prevention (4/5ths vote required).

WHEREAS, the Public Works, Facilities & Parks (PWFP) Department is responsible for conducting homeless encampment abatement and Carmel Lagoon sandbar management activities to address public safety, fire hazard mitigation, flood prevention, and regulatory compliance obligations;

WHEREAS, during the Fiscal Year (FY) 2025–26 budget development process, PWFP submitted augmentation requests for homeless encampment cleanup and Carmel Lagoon sandbar management, which were not approved by the Board at budget adoption;

WHEREAS, subsequent to budget adoption, the County Administrative Office directed PWFP to proceed with these activities due to regulatory requirements, public safety risks, fire hazards, and flood-prevention needs, resulting in work being performed without corresponding budget authority;

WHEREAS, PWFP has completed multiple homeless encampment abatement projects, including work along Boronda Road and at the Davis Road Bridge, and has additional abatement projects planned for Manzanita Park, 1488 Schilling Place, and the Calle Del Adobe area, with further sites anticipated as conditions continue to evolve;

WHEREAS, cleanup activities outside of road right-of-way areas are not eligible for Road Fund support and must be financed through General Fund resources, including the use of contracted services due to the scope and complexity of work exceeding PWFP's in-house capacity;

WHEREAS, Carmel Lagoon sandbar management is performed annually pursuant to a 2013 Memorandum of Understanding with the U.S. Army Corps of Engineers (USACE) and National Marine Fisheries Service (NMFS) and long-term federal permits issued by Department of the Army (Permit No. 196-19089S) and NMFS Biological Opinion (WCRO-2013-00009), as well as various State Resource Agency permits (such as the California Regional Water Quality Control Board, California Coastal Commission, and the California Department of Fish and Wildlife) to provide the County with the authority and interim parameters to conduct annual sandbar management during the winter months while all parties work toward a permanent solution, to prevent flooding of surrounding homes and infrastructure, and mechanical sandbar management, flood-protection measures, and required regulatory monitoring;

WHEREAS, these lagoon management activities are not eligible for Road Fund financing and costs have increased due to heightened regulatory requirements;

WHEREAS, the recommended budget adjustments will align appropriations with work already performed and include estimated costs to address anticipated homeless encampment abatement and lagoon management activities through the remainder of FY 2025-26, utilizing General Fund Contingencies; and

WHEREAS, the total requested funding of $328,282 will be financed by a corresponding decrease in General Fund Contingencies, which currently has sufficient balance to accommodate this request.

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Supervisors of the County of Monterey hereby adopts a resolution:

a. Authorizing the Auditor-Controller to amend Fiscal Year 2025-26 Adopted Budget to increase appropriations by $65,162 in General Fund 001, Litter Control Appropriation Unit PFP002, financed by a decrease of $65,162 in General Fund 001, Contingencies Appropriation Unit CAO020 for homeless encampment cleanup (4/5ths vote required); and
b. Authorizing the Auditor-Controller to amend Fiscal Year 2025-26 Adopted Budget to increase appropriations by $263,120 in the General Fund 001, Stormwater and Floodplain Management Appropriation Unit PFP061, financed by a decrease of $263,120 in General Fund 001, Contingencies Appropriation Unit CAO020 for Carmel Lagoon sandbar management & flood prevention (4/5ths vote required).

PASSED AND ADOPTED on this __ day of _____ 2026, 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 resolution of said Board of Supervisors duly made and entered in the minutes thereof Minute Book ___ for the meeting on ____2026.

Dated: _____ , 2026
Supervisors
File ID: RES 26-
Agenda Item No.:

Valerie Ralph, Clerk of the Board of

County of Monterey, State of California

By: _____
Deputy

Docusign Envelope ID: 59BEFA9E-9AD9-4BC3-82A3-99C3649FA438

MEMORANDUM OF UNDERSTANDING

Between

County of Monterey

And

The Monterey County Sheriff Management Association – Unit C

July 1, 2024 through June 30, 2027

Docusign Envelope ID: 59BEFA9E-9AD9-4BC3-82A3-99C3649FA438

Table of Contents

ARTICLE 1 DESIGNATION OF PARTIES 5
ARTICLE 2 REPRESENTATION 5
ARTICLE 3 AUTHORIZED AGENTS 5
ARTICLE 4 IMPLEMENTATION 5
ARTICLE 5 TERM 6
ARTICLE 6 WAGES 6
ARTICLE 7 SPECIAL PAY PRACTICES 6
7.1 POST Certificate Premium Pay 6
7.1.2 Advanced POST Certificate Premium Pay 6
7.1.3 Management POST Certificate Premium Pay 6
7.2 Bilingual Pay 7
7.3 Uniform Allowance 7
7.4 Longevity Pay 7
7.5 Monthly Expense Allowance 7
7.6 Annual Professional Development Stipend 8
7.7 Supplemental Law Enforcement Services 8
7.8 Shift Differential 8
7.9 Professional Expense Stipend 8
ARTICLE 8 RETIREMENTS 9
8.1 California Public Employees' Retirement System (CalPERS) 9
8.2 Public Employee Retirement System (PERS) Contributions 10
ARTICLE 9 BENEFITS 10
9.1 The Flexible Benefits Plan 10
9.2 Flexible Benefits Plan Contributions 11
9.2.2 Dental Insurance Contribution 13
9.2.3 Vision Insurance Contribution 13
9.3 Life Insurance 13
9.4 Retiree Health Insurance 13
9.5 Retiree Dental Coverage 13
9.6 Retiree Vision Coverage 13
9.7 Retiree Physical Examination 14

Docusign Envelope ID: 59BEFA9E-9AD9-4BC3-82A3-99C3649FA438

ARTICLE 10 ANNUAL LEAVE 14
10.1 Accrual Rate Limit 14
10.2 Annual Leave Usage 15
10.4 Annual Leave Pay-Off Upon Termination 16
10.5 Rate of Pay While on Annual Leave 16
10.6 Use of Annual Leave When Permanently Incapacitated 17
ARTICLE 11 SICK LEAVE 17
11.1 Sick Leave Balance; Usage and Pay-Off 17
11.2 Retirement Sick Leave Pay Off 17
ARTICLE 12 PROFESSIONAL LEAVES 17
ARTICLE 13 FITNESS PROGRAM 17
ARTICLE 14 ADMINISTRATION LEAVE FOR OVERTIME EXEMPT 17
14.1 Emergency Overtime for Exempt Classes 18
ARTICLE 15 HOLIDAY LEAVE 18
15.1 Holiday Leave 18
15.2 Holiday Leave for Overtime Exempt Classes 19
ARTICLE 16 CLASSIFICATION PLAN MAINTENANCE 19
ARTICLE 17 GRIEVANCE PROCEDURE 20
17.1 Purpose 20
17.2 Definition 20
17.3 Basic Rules 21
17.3.2 Grievance Forms 21
17.3.3 Modifications 21
17.3.4 Notice of Meetings 21
17.3.5 Right of Representation 22
17.3.6 Grievance Withdrawal 22
17.3.7 Grievance Resolution 22
17.3.8 Reconsideration 22
17.3.9 Consolidation of Grievances 22
17.3.10 Work Rule Provisions 22
17.4 Processing Grievances 23
17.5 Grievance Procedure Steps 24

Docusign Envelope ID: 59BEFA9E-9AD9-4BC3-82A3-99C3649FA438

ARTICLE 18 LAYOFF PROCEDURES 26
18.2 Procedure 26
18.2.4 Demotion in Lieu of Layoff 27
18.3 Transfer 28
18.4 Notice 28
18.5 Reemployment of Employees Laid Off 28
18.6 Status of Employees Reemployed from a Preferred Eligible List 29
18.7 Restoration of Benefit for Recalled Employees 29
18.8 Insurance Coverage 30
18.9 Appeal Procedure 30
ARTICLE 19 EMERGENCIES 30
ARTICLE 20 DISCIPLINE 30
20.1 Disciplinary Action 30
20.2 Suspension With Pay Pending Investigation 31
20.3 Notice of Disciplinary Action 31
20.4 Written Reprimand 32
20.5 Suspension Without Pay 32
20.6 Reduction in Salary 32
20.7 Disciplinary Demotion 32
20.8 Dismissal 33
20.9 Absence Without Leave Separation 33
20.10 Statute of Limitations 33
20.11 Appeals from Disciplinary Action 33
ARTICLE 21 COUNTY RIGHTS 35
ARTICLE 22 CONCERTED ACTIVITIES 36
ARTICLE 23 SEPARABILITY 36
ARTICLE 24 FULL UNDERSTANDING, MODIFICATION, WAIVER 37
ARTICLE 25 ADDITIONAL PROVISIONS 37

Docusign Envelope ID: 59BEFA9E-9AD9-4BC3-82A3-99C3649FA438

ARTICLE 1 DESIGNATION OF PARTIES

This Memorandum of Understanding is made and entered into between the County of Monterey (hereinafter "County") located at 168 West Alisal St, 3rd Floor, Salinas, California 93901, and the Monterey County Sheriffs Management Association (hereafter called "MCSMA") located at 1422 Constitution Ave, Box #261, Salinas, CA 93906. It shall become effective upon adoption by the Board of Supervisors.

ARTICLE 2 REPRESENTATION

The following classifications are represented in this Agreement:

- District Attorney Investigative Captain
- Sheriffs Commander
- Sheriffs Captain

ARTICLE 3 AUTHORIZED AGENTS

For purposes of administering the terms and provisions of this Memorandum of Understanding:

- Management's principal authorized agent shall be the County Administrative Officer, or his/her duly authorized representative: mailing address: 168 West Alisal St, 3rd Floor, Salinas, California 93901, telephone (831) 755-5115.
- MCSMA's principal authorized agent shall be Association President, Monterey County Sheriffs Management Association, 1422 Constitution Ave., Box #261, Salinas, CA 93906.

ARTICLE 4 IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to the County's Board of Supervisors. It is agreed that this Memorandum of Understanding shall not be binding upon the parties either in whole or in part unless and until said Board of Supervisors:

- Acts formally to approve said Memorandum of Understanding, and
- Enacts necessary amendments to all County ordinances and resolutions, and acts to appropriate the necessary funds required to implement the provisions of this Memorandum of Understanding which require funding, and
- Acts to amend all necessary contracts with providers of services, which are affected by this Memorandum of Understanding.

The County and MCSMA affirm the Monterey County Values as presented to the Board of Supervisors on February 5, 1999; specifically,

- We are committed to assuring honesty and integrity in all County actions.

Docusign Envelope ID: 59BEFA9E-9AD9-4BC3-82A3-99C3649FA438

- We are committed to providing top quality customer service.
- We are committed to practicing continuing innovation.
- We are committed to treating our fellow employees, customers and residents with respect and courtesy at all times.

ARTICLE 5 TERM

The term of this Memorandum of Understanding is from July 1, 2024 to June 30, 2027.

ARTICLE 6 WAGES

The County will provide a wage increase to the base salary schedule to members of MCSMA as follows:

- Year 1- 4.0% effective the first full pay period following Association ratification and Board approval.
- Year 2- 4.0% effective the first full pay period following July 1, 2025.
- Year 3- 4.0% effective the first full pay period following July 1, 2026.

ARTICLE 7 SPECIAL PAY PRACTICES

7.1 POST Certificate Premium Pay

7.1.1 Intermediate POST Certificate Premium Pay

Those employees covered by this agreement who possess an intermediate POST certificate issued by the Commission of Peace Officer Standards and Training (POST) shall receive a Premium Pay equal to two-point-six percent (2.6%) of the employees' base pay.

7.1.2 Advanced POST Certificate Premium Pay

Those employees covered by this agreement who possess an advanced POST certificate issued by the Commission of Peace Officer Standards and Training (POST) shall receive a Premium Pay equal to five percent (5%) of the employees' base pay.

7.1.3 Management POST Certificate Premium Pay

Effective the first full pay period following July 1, 2020, those employees who possess a Management Certificate issued by the Commission of Peace Officers Standards and Training (POST) shall receive a Premium Pay equal to two percent (2%) of the employees' base pay. The Management POST Certificate premium pay shall be effective the first full pay period following the date listed on the Management POST certificate.

Docusign Envelope ID: 59BEFA9E-9AD9-4BC3-82A3-99C3649FA438

Employees shall receive no more than 7% for POST Certificate Premium Pay.

7.2 Bilingual Pay

Upon assignment by the Appointing Authorities for each office, and upon passing an industry standard proficiency test as determined by the Appointing Authorities, all unit members shall be eligible to receive a Premium Pay equal to five percent (5%) of the employee's base pay.

7.3 Uniform Allowance

The previous $80/month and $50/month Uniform Allowances were eliminated in 2013 in exchange for a $0.375 hourly base wage increase.

7.4 Longevity Pay

Unit members who have completed twenty (20) years of County service prior to the first full period following July 1, 2024 shall receive premium pay of six percent (6%) of their base wage.

Effective the first full pay period following Association ratification and Board of Supervisors approval of this agreement, permanent unit employees who accrue:

- Ten (10) consecutive years of service shall receive a premium pay of two and a half percent (2.5%) of their base wage.
- Fifteen (15) consecutive years of service shall receive a premium pay totaling three and a half (3.5%) of their base wage.
- Twenty (20) consecutive years of service shall receive a premium pay totaling five and half percent (5.5%) of their base wage.

Consecutive service years include service time worked as a permanent employee as long as there was no break in service greater than four (4) pay periods. Time while on protected leave(s) is considered service credit. Service time of less than 1.0 FTE shall be pro-rated based on FTE.

The Longevity premium pay will be reported in accordance with PERS regulations section 571A. Elected Annual Leave Cash Out values will be inclusive of the longevity pay.

Eligible employees are required to complete and submit the required form to their respective Human Resources Department at least two (2) weeks prior to the employee's eligible to ensure that the premium pay is processed in a timely manner. Retroactive payments will not be processed for those forms submitted late by the employee.

7.5 Monthly Expense Allowance

Docusign Envelope ID: 59BEFA9E-9AD9-4BC3-82A3-99C3649FA438

Unit members shall be provided a twenty-five dollar ($25) monthly expense allowance.

7.6 Annual Professional Development Stipend

Unit employees shall be eligible for an Annual Professional Development Stipend ofup to two hundred fifty dollars ($250) per year payable the first full pay period in January of each calendar year.

7.7 Supplemental Law Enforcement Services

Officer Compensation Pursuant to Monterey Code, Chapter 2.76

All hours worked in the performance of Supplemental Law Enforcement Services will be compensated as follows:

- Employees shall use vacation, PTO or holiday hours to work Supplemental Law Enforcement events. An employee can utilize the approved vacation, PTO and holiday hours prior to and after the Supplemental Law Enforcement event. Employees shall not perform Supplemental Law Enforcement assignments during the employee's regularly scheduled shift while on approved vacation, PTO or holiday.

- No leave other than leaves listed above shall be used for Supplemental Law Enforcement Services.

- Commander - Straight time wages for all hours worked in excess of eighty (80) hours in a work period, unless the Commander is working as the Officer in Charge (OIC) for the event in which case the Commander shall be compensated at the rate of one and one-half (1.5) times the regular rate of pay for any hours in excess of eighty (80) hours in a work period.

7.8 Shift Differential

Unit employees who are routinely and consistently scheduled to work at least four (4) hours between 8:00 p.m. and 8:00 a.m. shall be eligible for shift differential pay at the rate of ninety cents ($0.90) per hour for actual hours worked. Only hours worked within the differential period of 8:00 p.m. to 8:00 a.m. will be eligible for differential pay.

An employee who is called back to work a partial shift for any employee who is regularly assigned to a shift which is eligible for shift differential pay shall be eligible for shift differential pay for hours worked between 8:00 p.m. to 8:00 a.m.

7.9 Professional Expense Stipend

Docusign Envelope ID: 59BEFA9E-9AD9-4BC3-82A3-99C3649FA438

Unit C employees shall be paid a Professional Expense Stipend of Four Hundred Dollars ($400) the first full pay period of each calendar year. Employees must be in paid status during the pay period in which the stipend is paid in order to be eligible. Eligible employees who are scheduled to work 40 hours or less per pay period shall receive one-half the Professional Expense Stipend.

ARTICLE 8 RETIREMENTS

8.1 California Public Employees' Retirement System (CalPERS)

Due to implementation of the Public Employees' Pension Retirement Act (PEPRA) CalPERS has designated members as either "Classic" or "PEPRA." The employee designation is determined by CalPERS.

PEPRA Members - Are defined as employees hired on or after January 1, 2013, and prior to that date were not members of CalPERS or a retirement system that has reciprocity with CalPERS.

Retirement Formula:	2.7%@57
Employee Contribution:	11.5% (subject to yearly change based on½ of normal cost as determined by CalPERS)
Final Compensation:	Highest 36 months average, subject to CalPERS compensation limits

Classic Safety Member - Are defined as employees hired prior to January 1, 2013 or were members of CalPERS or a retirement system that has reciprocity with CalPERS.

Retirement Formula:	3% @ 50 (hired prior to 11/5/11)
Employee Contribution:	9%
Employee Share of Employer Contribution:	3%
Final Compensation:	Highest 12 months average, subject to CalPERS compensation limits

Retirement Formula:	3% @ 55 (hired on or after 11/5/11)
Employee Cost:	9%
Employee Share of Employer Contribution:	3%
Final Compensation:	Highest 36 months average, subject to CalPERS compensation limits

CalPERS will have final determination of Classic vs. PEPRA membership.

Docusign Envelope ID: 59BEFA9E-9AD9-4BC3-82A3-99C3649FA438

8.2 Public Employee Retirement System (PERS) Contributions

The Monterey County Sheriff's Management Association (MCSMA) and the County agree to a pension cost-sharing arrangement pursuant to Public Employees' Retirement Law 20516(f) under which, in addition to the 9% currently paid by classic members as the employees' contribution, bargaining unit employees shall pay an amount equal to 3% towards the employer's PERS contribution for a total of twelve percent contribution.

MCSMA and the County agree that the 3% contributed by classic MCSMA members will be implemented on a pre-tax basis pursuant to JRS Code 414(h)(2). However, it is understood that, should it be determined that the contribution cannot be made on a pre-tax basis, or IRS issues an adverse opinion in this or another jurisdiction addressing the issue, individual members shall be liable for any taxes due. In such case, the parties agree to meet and confer on the impact of such determination, and alternative means of achieving the savings contemplated by this agreement in a manner that minimizes the tax impact on covered employees to the extent possible.

MCSMA and the County agree that, during the term of this agreement, the contribution outlined in this sections shall continue as long as the employer rate is determined by CalPERS.

ARTICLE 9 BENEFITS

9.1 The Flexible Benefits Plan

The County will make available a Flexible Benefits Plan to eligible employees. Employees may elect medical, dental, and/or vision coverage for themselves and their eligible dependents or decline coverage.

The provisions, rules and regulations governing the administration of the Flexible Benefits Plan are contained in the Flexible Benefits Plan document. Changes may be required from time to time to maintain the integrity of this flexible benefits plan as a lawful Internal Revenue Service (IRS) Section 125 plan. The County and MCSMA agree that the County shall have discretion to make such changes to ensure this plan is eligible for favorable treatment under the IRS Code. The County may add or remove benefit options to or from this plan during the term of this agreement, subject to the obligation of the parties to meet and confer only over the impact of such changes Removal of a benefit shall occur only if the benefit is deemed contrary to public law or regulation governing **IRS** Section 125 benefit plans, is no longer available by vendor, or becomes insolvent.

The County continues to have the right to administer the various County sponsored insurance programs. These rights include but are not limited to the right to select the

Docusign Envelope ID: 59BEFA9E-9AD9-4BC3-82A3-99C3649FA438

County sponsored carriers and claim insurance administrators. Changes in insurance carriers or administrators shall not result in any overall reduction in benefits.

A. Eligibility

Permanent unit employees with a minimum Full Time Equivalent (FTE) of 0.50 or more will be eligible to participate in any of the County's health insurance programs.

B. General Provisions

Additional Payroll Deduction
For each month when the benefit options selected by the employee under this plan exceed the appropriate County contributions for that employee, that employee shall pay by pre or post-tax payroll deduction the full cost (100%) which exceeds the County's contributions for that employee.

In-Lieu Payout
For each month that the County contribution is not used by an employee to obtain benefit options under this plan, the full amount of funds not utilized shall be paid out, provided the employee has purchased at least individual only health insurance through CalPERS.

9.2 Flexible Benefits Plan Contributions

9.2.1 CalPERS Medical Insurance Contributions

The County will provide medical insurance through the California Public Employees Retirement System (PERS) medical insurance program. All rules, regulations and procedures with respect to plan eligibility, benefits, claims payments and customer service procedures, etc. for the CalPERS plans are established by CalPERS. The County makes no representations or guarantees whatsoever with respect to the CalPERS health insurance plans.

Pursuant to this Agreement the County shall provide a fixed elective contribution towards the cost of CalPERS Platinum health plans as follows:

- Remain status quo for CalPERS coverage year 2024

- Effective CalPERS coverage year 2025:
  - $976.63 for employee only
  - $2,117.56 for employee plus one
  - $2,802.12 for employee plus family
  - For each month that the full County non-elective and elective contributions are not used by an employee to obtain benefit options under this plan (excluding optional post-tax benefits), the full amount of funds not utilized shall be forfeited.

Docusign Envelope ID: 59BEFA9E-9AD9-4BC3-82A3-99C3649FA438

- Effective CalPERS coverage 2026:

    - $1,064.53 for employee only
    - $2,308.14 for employee plus one
    - $3,054.31 for employee plus family
    - For each month that the full County non-elective and elective contributions are not used by an employee to obtain benefit options under this plan (excluding optional post-tax benefits), the full amount of funds not utilized shall be forfeited.

- Effective CalPERS coverage 2027:

    - $1,160.34 for employee only
    - $2,515.87 for employee plus one
    - $3,329.20 for employee plus family
    - For each month that the full County non-elective and elective contributions are not used by an employee to obtain benefit options under this plan (excluding optional post-tax benefits), the full amount of funds not utilized shall be forfeited.

The County shall provide a fixed elective contribution towards the cost of the CalPERS Gold health plan (or any other health plan offered by CalPERS) as follows:

- Remain status quo for CalPERS coverage 2024
- Effective CalPERS coverage year 2025:

    - $930 for employee only
    - $2,000 for employee plus one
    - $2,650 for employee plus family
    - For each month that the full County non-elective and elective contributions are not used by an employee to obtain benefit options under this plan (excluding optional post-tax benefits), the full amount of funds not utilized shall be forfeited.

- Effective CalPERS coverage 2026:
    - $1,013.70 for employee only
    - $2,180.00 for employee plus one
    - $2,888.50 for employee plus family
    - For each month that the full County non-elective and elective contributions are not used by an employee to obtain benefit options under this plan (excluding optional post-tax benefits), the full amount of funds not utilized shall be forfeited.

- Effective CalPERS coverage 2027:

Docusign Envelope ID: 59BEFA9E-9AD9-4BC3-82A3-99C3649FA438

- $1,104.93 for employee only
- $2,376.20 for employee plus one
- $3,148.47 for employee plus family
- For each month that the full County non-elective and elective contributions are not used by an employee to obtain benefit options under this plan (excluding optional post-tax benefits), the full amount of funds not utilized shall be forfeited.

Part-time permanent employees with a minimum Full Time Equivalent (FTE) of 0.50, but less than 0.80 FTE will receive half (1/2) of the County elective contributions received by full-time permanent unit employees.

9.2.2 Dental Insurance Contribution

The County's maximum contribution to the Flexible Benefits Plan for dental coverage will be equal to the cost of the employee only premium for all eligible permanent employees.

9.2.3 Vision Insurance Contribution

The County's maximum contribution to the Flexible Benefits Plan for vision coverage will be equal to the cost of the employee only premium for all eligible permanent employees.

9.3 Life Insurance

The County agrees to provide fifty-thousand dollar ($50,000) in group term life insurance for employees in paid status.

9.4 Retiree Health Insurance

The County will contribute toward the monthly premium for eligible retirees enrolled in a CalPERS health insurance program as directed by CalPERS.

9.5 Retiree Dental Coverage

Retirees shall be provided the option of purchasing dental coverage for themselves and their eligible dependent within the same administrative rules, and procedures set for County employees. Retiree enrollment is subject to eligibility criteria. The full premium shall be paid by the retiree. The rates shall be fixed as a percentage above the rate for active employees as follows:

Retirees' Rate above Employees' Rate	
Retiree Only:	33%
Retiree plus one:	31%
Family:	30%

9.6 Retiree Vision Coverage

Retirees shall be provided the option of purchasing vision coverage for themselves

Docusign Envelope ID: 59BEFA9E-9AD9-4BC3-82A3-99C3649FA438

and their eligible dependent within the same administrative rules, and procedures set for County employees. Retiree enrollment is subject to eligibility criteria. The full premium shall be paid by the retiree. The rates shall be fixed as a percentage above the rate for active employees as follows:

Retirees' Rate above Employees' Rate	
Retiree Only:	39%
Retiree plus one:	38%
Family:	38%

9.7 Retiree Physical Examination

Unit members retiring after June 30, 1989 shall be eligible for a complete physical examination at Natividad one (1) time each fiscal year.

ARTICLE 10 ANNUAL LEAVE

Notwithstanding the provisions of any other agreement or resolution, the Annual Leave program shall be in lieu of provisions providing vacation and sick leave benefits. Employees covered under the annual leave program shall not be eligible for any vacation and sick leave benefits except for those set forth below

10.1 Accrual Rate Limit

Eligible employees shall accrue annual leave at the following rates (for the purposes of annual leave accrual, a day is defined as (8) hours:

Years of Completed Continuous County Service	Annual Leave Accrual
0 - 10 years	23 days (184 hours) 7:05 hours pay period
10 - 20 years	28 days (224 hours) 8:28 hours pay period
20 - 22 years	31 days (248 hours) 9:33 hours pay period
22 - 23 years	32 days (256 hours) 9:51 hours pay period
23 - 24 years	33 days (264 hours) 10:09 hours pay period
24 - 25 years	34 days (272 hours) 10:28 hours pay period
Over 25 years	35 days (272 hours) 10:47 hours pay period

A maximum of six hundred seventy-five (675) hours of Annual Leave may be accrued after which no further accrual shall be made until the employees' accrual is reduced to below six hundred seventy-five (675) hours by the use of Annual Leave. Annual Leave shall be earned on the basis of each biweekly pay period worked from the beginning of the biweekly pay period following the permanent appointment into a position in a class that is included in the Safety Management Unit. No Annual Leave shall be credited for any pay period during which an employee is on any non-paid status exceeding one-half (1/2) of the employee's

Docusign Envelope ID: 59BEFA9E-9AD9-4BC3-82A3-99C3649FA438

normally scheduled working days.

It is further understood and agreed that during the life of this agreement the County may switch the accrual of Annual Leave from a pay period to an hourly basis. Under an hourly accrual system, accruals would automatically be prorated based on hours worked. Paid Annual Leave shall be considered hours worked for purposes of Annual Leave accrual.

Employees hired or promoted into Bargaining Unit C after July 27, 1999, will not receive Industrial Sick Leave Pay. Employees hired or promoted into Unit C on or before July 27, 1999, will continue to receive Industrial Sick Leave Pay.

10.2 Annual Leave Usage

Each Appointing Authority shall be responsible for scheduling the Annual Leave periods of his/her employees in such a manner as to achieve the most efficient functioning of the department or agency and of the County service. The Appointing Authority shall determine when Annual Leave will be taken.

Policy Statement: All eligible employees in the Annual Leave program are expected to use at least 80 (eighty) hours of annual leave in each calendar year following the calendar year in which they are appointed.

When unscheduled usage of Annual Leave occurs, verification of reason for absence may be required of the employee. Further, employees claiming illness or injury may be required to furnish a certificate issued by a licensed physician or other satisfactory evidence of illness. Any person absent from work shall notify his/her department or division head at the beginning of the first day of such leave and as often thereafter as directed by the department or division head. The County Administrative Officer or the Appointing Authority may request that a medically trained employee verify the employee's illness by a visit to the employee's residence or may invoke the provision of Section B.7 entitled "Physical Fitness Examination" of the Personnel Policies and Practices Resolution.

10.3 Annual Leave Cash Out

Permanent, full-time unit employees with over one (1) year of service in their current class may cashout up to 80 (eighty) hours of Annual Leave or PTO time per calendar year, however forty (40) hours must remain in his/her Annual Leave and/or PTO bank after the cash out.

10.3.1 Election to Cash Out Annual Leave

In order to cash out or otherwise require the County to buy back vacation, annual leave or paid time off, the employee must first meet the eligibility criteria set forth in the applicable provision of the bargaining agreement. If such criteria are met, only then the employee may request and be granted compensation in lieu of vacation/annual leave/PTO for up to the amounts set forth in the

Docusign Envelope ID: 59BEFA9E-9AD9-4BC3-82A3-99C3649FA438

bargaining agreement under the terms set forth below. If such criteria are not met as of December 31st of the calendar year in which the election is required to be made, the employee has no right to elect to cash out accrued time in the next calendar year.

A. An eligible employee must elect to pre-designate an irrevocable cash-out amount of up to the maximum number of hours of vacation/annual leave/PTO for the upcoming calendar year as set forth for his/her respective class. Requests for cash out must be made prior to December 1 of the calendar year before the cash out will be made (for example, requests for the 2017 calendar year will be made before December 1, 2016).

B. Cash out designations shall be made in hours, not dollar amounts, and must be in increments of no less than 8 hours.

   Any such request will be subject to the following:

   i. Any employee utilizing this provision will be required to submit an irrevocable election by December 1st of the calendar year prior to the calendar year in which the vacation/annual leave/PTO hours to be cashed out are earned.

   ii. An employee who elected to receive the cash out as set forth above, may request a full or a partial payment of the cash out at any time in the designated calendar year, but only once per calendar quarter. For requested cash out occurring in 2017, full or partial cash out payment is not guaranteed in the month of January.

   iii. For employees who have pre-designated cash out amounts and who have not requested actual payment(s) of the entire designated cash out amount by December 1st of that calendar year, the County will automatically pay out the pre-designated amount (or remaining amount designated but not paid) by the last paycheck of the calendar year.

   iv. Employees who have not elected to pre-designate a cash out by the applicable deadline (December 1st of the prior calendar year) will be deemed to have waived their right and will not be eligible to cash out any vacation/annual leave/PTO in the following calendar year (for example, if no designation is made by December 1, 2016, no cash out is available in 2017).

10.4 Annual Leave Pay-Off Upon Termination

Any eligible employee who terminates or is terminated, shall be paid at the then prevailing hourly rate of pay for each hour of earned Annual Leave based on the pay rate in effect for such person on the last day actually worked or spent on authorized leave.

10.5 Rate of Pay While on Annual Leave

While on authorized annual leave, and in compliance with all leave rules and practices, eligible

Docusign Envelope ID: 59BEFA9E-9AD9-4BC3-82A3-99C3649FA438

employees shall be compensated at their base salary rate plus any applicable special stipends for which the employee has been deemed eligible for at the time of taking said annual leave.

10.6 Use of Annual Leave When Permanently Incapacitated
Annual leave shall not be used to continue the salary of any eligible employee after it has been determined by a licensed healthcare professional that such officer or employee is permanently incapacitated for a return to County employment.

ARTICLE 11 SICK LEAVE

11.1 Sick Leave Balance; Usage and Pay-Off
Sick leave balances were frozen at the amount credited to the employee as of January 8, 1982. Sick leave may be used until the sick leave balance is exhausted. Sick leave may be used in the same manner as prescribed in Article 27 Sick Leave of the Monterey County Personnel Policies and Practices Resolution.

11.2 Retirement Sick Leave Pay Off
An employee may, upon retirement or death, cash out up to seven hundred fifty (750) hours of sick leave, subject to eligibility criteria and pertinent law.

ARTICLE 12 PROFESSIONAL LEAVES

Permanent unit employees shall be granted ten (10) days of Professional Leave on January 1 of each year. Employees permanently hired or promoted into a unit classification shall, on the first pay period concurrent with or following their date of hire, be given a pro rata amount, to the nearest full hour, of Professional Leave based on the number of pay periods remaining in the calendar year in which they became Unit C employees (i.e., hired at the beginning of pay period NO. 8: 26-7=19, 19/26x40=29 hours) but in no event shall less than eight (8) hours be credited.

This leave may be taken only during the calendar year in which it is granted and no carry over of unused Professional Leave to future years is allowed. There is no cash out value to any Professional Leave

ARTICLE 13 FITNESS PROGRAM

The County and MCSMA agree to meet during the term of this Agreement to define a mutually agreed upon Fitness Program with the intent of maintaining the physical fitness of the employees and reducing work related injuries.

ARTICLE 14 ADMINISTRATION LEAVE FOR OVERTIME EXEMPT

Employees who are not in overtime eligible classes shall not receive compensation for overtime but may be authorized Administrative Leave with pay by their Appointing Authority or his/her designee in the event that County operations result in extraordinary work assignments for such employees. Such Administrative Leave shall not exceed two (2)

Docusign Envelope ID: 59BEFA9E-9AD9-4BC3-82A3-99C3649FA438

working days in any pay period. The County Administrative Officer may approve additional Administrative Leave with pay, upon written request from an employee's Appointing Authority showing special circumstances warranting such leave. Such approval shall be given in writing.

The provisions of this section shall be administered by the Appointing Authority but shall in no way establish any right to any type of overtime compensation for overtime exempt employees, regardless of whatever records are kept by the Appointing Authority.

14.1 Emergency Overtime for Exempt Classes

The provisions of the Section titled "Administrative Leave For Overtime Exempt Classes" notwithstanding, employees who are in overtime exempt classes may become eligible to receive compensation for hours worked in excess of eighty (80) hours in a pay period if authorized during specific emergency situations which require the extraordinary performance of services by employees in overtime exempt classes in order to protect life or property or to prevent a disruptive interruption of County services, as declared by the County Administrative Officer. Special compensation for such emergencies shall be defined as time actually worked in excess of eighty (80) hours in a pay period.

In such emergencies, employees in overtime exempt classes in Units C may, at the discretion of the County Administrative Officer, be compensated on an hour-for-hour credit basis for each hour in excess of eighty (80) hours in a pay period. Hour credits for such time may be treated as Administrative Leave or paid in cash, at the option of the employee.

ARTICLE 15 HOLIDAY LEAVE

15.1 Holiday Leave

Effective January 1, 2007, the following listed days shall be observed as legal holidays by the County of Monterey:

New Years Day
Martin Luther King Day
Presidents Day
Cesar Chavez Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Eve Day*

Docusign Envelope ID: 59BEFA9E-9AD9-4BC3-82A3-99C3649FA438

Christmas Day **

If any of the above listed holidays falls on a Saturday, the preceding Friday shall be the holiday in lieu of the day observed. If any of the above listed holidays falls on a Sunday, the following Monday shall be the holiday in lieu of the day observed.

*When December 24th (Christmas Eve) actually falls on a Saturday or Sunday, the preceding Friday shall be the holiday in lieu of the day observed.

** When December 25th (Christmas) actually falls on a Saturday or Sunday, the following Monday shall be the holiday in Lieu of the day observed

In addition, employees shall receive one (1) floating holiday per calendar year. Subject to the standard provisions for all floating holidays for County employees, this day will be taken at the employee's discretion with advance approval by the Appointing Authority or designee. This floating holiday must be taken as time off during the calendar year or it will be forfeited.

15.2 Holiday Leave for Overtime Exempt Classes

If a holiday, as defined in this Agreement, falls on a day other than a normal workday, the employee shall be entitled to take a regularly scheduled work day off in the same pay period. The determination of the day off shall be made in consultation with the employee's supervisor.

ARTICLE 16 CLASSIFICATION PLAN MAINTENANCE

With the exception of calendar year 2024, MCSMA may submit a request for a classification and/or base wage compensation study on behalf of MCSMA represented employee(s) between March 1st and May 31st of each calendar year. The Director of Human Resources may designate an alternate submission period due to operational considerations and/or to accommodate the County's budget preparation timeline. Classification and/or base wage compensation study requests by MCSMA will be received during this period only. Requests shall be submitted to the Human Resources Department Classification and Compensation Unit on the authorized request form. The maximum number of countywide requests shall be capped at two (2) per year.

After the close of the designated submission window, the Human Resources Department will review the submitted requests and evaluate factors such as: classification levels, compaction concerns, recruitment or retention difficulties, and additional responsibilities that are not within the scope of the existing classification specification. The Human Resources Department will determine which studies are warranted and the type of study to be conducted (i.e., classification study, classification specification review, base wage compensation review, etc.). MCSMA will be notified of each study the County finds not warranted within ten (10) working days. MCSMA will have ten (10) working days to appeal the decision with additional information as to why the study should be warranted or submit an alternate request in its stead.

Docusign Envelope ID: 59BEFA9E-9AD9-4BC3-82A3-99C3649FA438

The Human Resources Department will provide quarterly updates regarding the progress of the studies. The intent shall be to complete the studies within the fiscal year and will inform the Committee of any studies which will not be completed within this timeframe.

Upon request, the Human Resources Department shall provide a copy of the final Background and Findings report to MCSMA.

If there is a dispute concerning the findings of a study MCSMA may file a written appeal within ten (10) working days of receipt of the findings. The appeal should be filed with the assigned Classification and Compensation Analyst and the manager of the Classification and compensation Unit and provide a detailed explanation for the basis of the appeal.

If the appeal is not resolved, MCSMA may appeal in writing to the Director of Human Resources, or designee, within ten (10) working days.

The decision of the Director of Human Resources, or designee, shall be final. The provisions of this section shall not be subject to the grievance procedure article of this Agreement.

If it is recommended that the worker be reclassified, all Personnel Policies and Practice Resolution (PPPR) provisions shall apply to classification studies.

ARTICLE 17 GRIEVANCE PROCEDURE

17.1 Purpose

- To promote improved employer-employee relations by establishing a grievance procedure to afford employees individually or through qualified representation, a systematic means of obtaining consideration of complaints, questions, and disputes which constitute grievances as hereinafter defined.

- To enable grievances to be settled as promptly and as closely as possible to the point of origin.

17.2 Definition

A grievance shall be defined as a claim of a violation or inequitable application of written department- wide policy or County rules, regulations, resolutions, ordinances, or this Memorandum of Understanding by an employee or group of employees adversely affected thereby but shall not include the following:

17.2.1 Appeals of the disciplinary actions of demotion, suspension or dismissal shall be filed and processed pursuant to Personnel Policies & Practices Resolution, Section l 6.2.3C below and the Article pertaining to disciplinary appeals in this agreement.

17.2.2 Complaints relating to equal employment, occupational health and safety or workers' compensation shall be processed pursuant to appropriate County complaint

Docusign Envelope ID: 59BEFA9E-9AD9-4BC3-82A3-99C3649FA438

procedures in these areas.

17.2.3 Notwithstanding the foregoing, the grievance procedure is not applicable and shall not be used with the following:

a. The exercising of any of the management rights currently enumerated in the County's Employer-Employee Relations Policy.

b. Any matter, which is in the scope of representation in the meet and confer process.

c. Discrimination based on age, race, color, religion, sex, national origin, national status, ancestry, disability or sexual orientation which shall be processed pursuant to appropriate County complaint procedures or applicable statutes.

d. Any matter for which a different appeals procedure is provided either by statutes, ordinances, resolutions or agreement, except as specifically provided herein.

17.3 Basic Rules

17.3.1 Non-Discrimination

Any employee (meaning a grievant, as that term is defined above), may file a grievance or may authorize the filing of a grievance on his/her behalf without fear of restraint, interference, coercion, discrimination or reprisal.

17.3.2 Grievance Forms

Grievance forms shall be made available to the employee through Human Resources or other County departments, online, and from recognized employee organizations, and all formal grievances shall be submitted on these forms.

Grievance forms must explicitly specify the act(s) or omission(s) being grieved; the alleged negative impact upon the grievant, the policy or the particular section of the agreement, rule, resolution or ordinance, the violation of which is being alleged as the basis for the grievance, and the remedy requested.

17.3.3 Modifications

No modifications in the basic violation being alleged pursuant to the immediately preceding paragraph shall be made subsequent to filing unless mutually agreed to by both the County and the grievant or the grievant's representative. However, corrections in citations or other clarifying amendments can be made at any time by the grievant or the grievant's representative.

17.3.4 Notice of Meetings

The County and the grievant or the grievant's representative shall be responsible for giving notice of meetings and conferences to their representative parties at least

Docusign Envelope ID: 59BEFA9E-9AD9-4BC3-82A3-99C3649FA438

twenty-four (24) hours prior to any meeting regarding a grievance whenever possible.

17.3.5 Right of Representation

The employee has the right to the assistance of one (1) employee representative in addition to a staff representative of the Association in the preparation and/or presentation of his/her grievance in Steps 2 through 4 of this procedure provided, however, supervisory employees shall not represent non-supervisory employees where such activity would result in a conflict of interest. An employee is also entitled to represent his/herself individually at any step of the grievance procedure.

A grievant may change his/her designation of representative during the processing of a grievance, with advance notice to the Appointing Authority.

If the employee is represented in a formal grievance meeting, the department may also designate a management representative to be present in such a meeting.

17.3.6 Grievance Withdrawal

The grievant may withdraw the grievance at any stage of the grievance procedure by giving written notice to the County representative who last took action on the grievance, with a copy to the Human Resources Director or his/her designee.

17.3.7 Grievance Resolution

If a grievance is resolved at Step 2 in the procedure as provided herein, the grievant concerned shall indicate acceptance of the resolution by affixing his/her signature in the appropriate space indicated on the written grievance or written resolution agreement.

17.3.8 Reconsideration

By mutual agreement, the parties may return the grievance to a prior level for reconsideration. If the grievance is not then settled at the prior level, the grievant shall continue to have the rights set forth in this procedure.

17.3.9 Consolidation of Grievances

Employees with essentially identical grievances, including remedy, may initiate a single grievance. Employees with essentially identical grievances may be required, at the County's discretion, to consolidate to a single proceeding at Steps 2 and 3 of this grievance procedure.

17.3.10 Work Rule Provisions

If the Association believes that any change in an existing work rule or the establishment of a new work rule is unreasonable, it may file a grievance. With the concurrence of the Appointing Authority or his/her designee, MCSMA may file the grievance at Step 2.

Docusign Envelope ID: 59BEFA9E-9AD9-4BC3-82A3-99C3649FA438

17.4 Processing Grievances

17.4.1 Time Off

The grievant and/or his/her representative shall be granted reasonable time off with pay from regularly scheduled duty hours to process a grievance, provided that the time off will be devoted to the prompt and efficient investigation and handling of grievances, subject to the following:

a. Representatives

Insofar as possible, when a grievant's representative at Step 2 is a County employee, the representative shall be employed in the same work location as the grievant. When the foregoing condition cannot be met, a grievant's representative who is a County employee may be employed outside the same work location, provided said representative is no farther than ten (10) minutes away, by the most practical and common mode of transportation, from the grievant's work location. This time limit may be waived by mutual agreement of the parties when the grievant is assigned to a remote work location, or under other unusual circumstances.

County vehicles shall not be used for transportation by employee representatives in connection with the processing of grievances, nor will reimbursement be considered for the use of private vehicles.

b. Grievance Preparation

A grievant or a grievant's representative who is a County employee shall not leave his/her job to perform any grievance preparation work unless he/she receives permission from his/her supervisor. Such time off shall be granted within three (3) working days except in emergencies.

When a grievant or any representative must go into a section, department, or work unit to investigate a grievance, he/she shall be permitted to do so, provided he/she explains the purpose of the visit and whom he/she is visiting to the supervisor of said section, department or work unit. If immediate access cannot be granted upon request, it shall be granted within three (3) working days.

c. Grievance Meetings

A grievant's representative who is a County employee shall, upon notification of his/her supervisor, be granted time off to attend grievance meetings scheduled pursuant to the Notice of Meetings Section of this procedure.

A grievant or a grievant's representative who is a County employee shall notify his/her supervisor as soon as possible in advance of the dates and times and/or change in the dates and times of scheduled grievance meetings in which they must

Docusign Envelope ID: 59BEFA9E-9AD9-4BC3-82A3-99C3649FA438

participate.

A grievant or a grievant's representative, when said representative is a County employee, shall not log compensatory time earned or premium pay time for any time spent in the processing of a grievance.

17.4.2 Time Limitations

a. The time limitations are designed to quickly settle a grievance. Time limitations may be extended by agreement of the parties.

b. If at any stage of the grievance procedure the grievant is dissatisfied with the decision rendered it shall be the grievant's or the grievant's representative's responsibility to submit the grievance to the next designated level of review within the time limits specified.

c. Failure by the grievant or grievant's representative to submit the grievance within the time limits specified shall constitute an automatic forfeiture and an irrevocable waiver of the right to process the grievance to any further step.

d. The grievance shall promptly proceed to the next step within the prescribed time limits if the appropriate management representative fails to respond within the time limits specified.

17.5 Grievance Procedure Steps

Step 1 Informal Discussion With Supervisor

The grievance shall first be discussed on an Informal basis by the aggrieved with his/her immediate supervisor within twenty-one (21) calendar days from the date of the action causing the grievance. This initial step of the grievance procedure shall be without the right of representation. The grievant shall inform his/her immediate supervisor that this discussion is the Initial step of the grievance procedure. Every effort shall be made to resolve the grievance at this level. If the grievance cannot be resolved by the immediate supervisor, the supervisor shall confer with successive levels of command before replying to the grievant within seven (7) calendar days.

Step 2 Formal Written Grievance/Management Review

In the event the employee believes the grievance has not been satisfactorily resolved, the grievance shall be submitted in writing to the Appointing Authority or his/her designee within seven (7) calendar days from receipt of the immediate supervisors' response.

Within twenty-one (21) calendar days of receipt of the grievance, the Appointing Authority/designee shall deliver his/her written decision to the author of the grievance.

Docusign Envelope ID: 59BEFA9E-9AD9-4BC3-82A3-99C3649FA438

Step 3 Administrative Officer

In the event the employee believes his/her grievance has not been satisfactorily resolved, the grievance shall be submitted in writing to the Administrative Officer within seven (7) calendar days from the receipt of the Appointing Authority's written response. A meeting of the parties may be held by mutual agreement.

Within fourteen (14) calendar days from the receipt of the grievance, the Administrative Officer/designee shall deliver his/her written decision to the author of the grievance.

Step 4 Binding Arbitration

Within seven (7) calendar days from the receipt of the written decision resulting from a grievance heard by the Administrative Officer, or his/her designated representative, MCSMA or grievant may request in writing that the grievance, as defined hereinabove, be submitted to arbitration as provided hereinafter if no settlement is reached by sending a written notice to the Administrative Officer. Such written notice shall set forth the specific issue(s) still unresolved through the grievance procedure for which arbitration is requested.

Only those unresolved grievances filed and processed in accordance with the procedural requirements set forth herein and which meet the definition of a grievance contained in this MOU may be submitted to arbitration.

Within ten (10) calendar days from the request for arbitration, the County shall request a list of arbitrators from California State Mediation and Conciliation Service (CSMCS). Within twenty-one (21) calendar days from receipt of the list from CSMCS, the County and the grievant and/or representative will select an arbitrator.

An arbitrator shall be selected by each party alternately striking a name from such list. The party to strike first shall be alternated between the County and MCSMA from arbitration to arbitration. Upon selection of an arbitrator, an arbitration date must be selected within 90-days thereafter. Before the hearing has commenced and during the course of the hearing, the arbitrator may issue subpoenas *deuces tecum* at the request of either party. Oral evidence shall be taken only on oath or affirmation. The grievant and the Appointing Authority shall each have the right to call and examine witnesses, to cross-examine opposing witnesses on any matter relevant to the issues, to impeach any witness and to rebut the evidence produced. Technical rules relating to evidence and witnesses do not have to apply to such hearings. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding. At the hearing, the burden of proof shall be upon the grievant.

The fees and expenses of the arbitrator, court reporter and the cost of the transcript

Docusign Envelope ID: 59BEFA9E-9AD9-4BC3-82A3-99C3649FA438

for the arbitrator shall be shared equally by the County and the grievant, it being understood and agreed that all other expenses including, but not limited to, fees for witnesses, transcripts and similar costs incurred by the County or the grievant during such arbitration proceeding, will be the responsibility of the individual party incurring the additional expense(s).

Within forty-five (45) calendar days after the conclusion of the hearing or the submission of post-hearing briefs in the matter, whichever comes later, the arbitrator shall prepare a summary record of the proceedings, findings, conclusions and a decision. The decision of the arbitrator shall be final and binding upon the parties but shall confine itself to the issues(s) presented. It shall not add to, subtract from, nor otherwise modify the terms and conditions of this Agreement. The time requirement shall not be waived without the prior mutual consent of both the County and the grievant.

ARTICLE 18 LAYOFF PROCEDURES

18.1 Policy

The County may layoff an employee because of lack of work, lack of funds, material change in duties or organization, or in the interest of economy or causes outside the County's direct control.

The County shall inform MCSMA regarding the effects of any planned reduction in force or layoffs, which will affect a department's work force.

The department shall contact MMCSMA and offer to discuss the possible reduction and to invite suggestions for possible cost saving alternatives to layoffs. If alternatives to layoffs are not developed by the time the department determines a layoff should occur, the procedure outlined below shall be followed.

Departments and employees covered by other layoff procedures; i.e., Local Agency Personnel Standards, State Merit System, or Anti-Recession Federal Regulations, shall be governed by those procedures.

18.2 Procedure

Layoffs will be determined within County departments, not the County as a whole. In the event of a reduction in force in a department, the department head shall designate the classes, positions, and number of employees to be eliminated. The department at this time shall provide MCSMA with a current seniority list for those employees and classes affected.

Layoffs shall be made among all representation unit employees in the same class series within a County department in the following order:

- Temporary employees

Docusign Envelope ID: 59BEFA9E-9AD9-4BC3-82A3-99C3649FA438

- Probationary new employees (excluding promotional probationary employees)
- Permanent employees

No permanent employee within a department shall be laid off in any class if there are temporary employees in an active status in the same class within that department.

Layoff shall be by ranking sequence of employees except as otherwise provided herein.

18.2.1 Rank in Class Defined

For purposes of layoff rank shall be defined as the length of continuous service in a class series as determined by County personnel records while occupying a permanent position within the County. Continuous service for purposes of ranking for layoff shall be defined to include work related injury leave of up to one (1) year's duration. A class series is defined as a group of classes having common characteristics and/or promotional opportunities (e.g., as it applies to employees of the Sheriffs Office covered by this Agreement, a class series is identified by the first two digits (36) of the County's class code).

In the event of a tie in ranking, the seniority definition in Section 13 shall be utilized.

18.2.2 Order of Layoff, Exception to Ranking Sequence

Layoffs of employees within each category of employment status within a department and within a class series shall be based on ranking sequence unless it can be demonstrated that:

1) an employee possesses special skills, training, or abilities, or 2) the employee's past job performance or disciplinary record justifies an alternative ranking (albeit it may not violate the Police Officers' Procedural Bill of Rights Act) or 3) the employee may be, by virtue of ranking sequence subject to disparate treatment.

18.2.3 Ranking in Previous Class

A permanent full-time employee may elect to be ranked with employees in any class in the same department with the same or lower salary in which the employee has served in permanent status in the County service. An employee must notify his/her appointing authority within two (2) days after receipt of written notice of layoff of election of this option except if the second day following notice of layoff is not a regularly scheduled work day, the employee may give notice on the next work day.

18.2.4 Demotion in Lieu of Layoff

In lieu of layoff, the department head may offer a permanent employee a demotion to any class for which the employee is qualified. Employees demoted in lieu of layoff pursuant to this paragraph shall not be eligible for the "Y" rating procedure.

Docusign Envelope ID: 59BEFA9E-9AD9-4BC3-82A3-99C3649FA438

An employee who accepts a demotion in lieu of layoff shall have the right of restoration to his or her former class when an opening occurs and his or her ranking sequence warrants restoration subject to the provisions of Section 17.5 below.

18.3 Transfer

Employees may also request a transfer in accordance with the County's Transfer Policy, as found in the County's Personnel Policy and Procedures Resolution.

18.4 Notice

Written notice of layoff shall be served on the affected employees in person or mailed by the United States Postal service to the employee's latest address on file with the County. The layoff notice shall be served or mailed at least twenty-one (21) calendar days prior to the expected effective date of separation unless delay results from consideration of demotion under the provisions of Section 9.2.3.

The notice shall include:

a. The reason for the layoff.
b. The effective date of the action.
c. A reference to the provisions governing reemployment.
d. Notice that employment counseling is available.

A copy of the notice shall be given to MCSMA.

18.5 Reemployment of Employees Laid Off

The names of persons laid off under these procedures shall be maintained on a departmental recall list for the class series from which the employee was laid off for a period of one (1) year from the date of layoff. When using a departmental recall list to fill a position in a class from which layoffs have occurred within the one (1) year recall period, the department head shall reemploy laid off employees from the appropriate departmental recall list in inverse order of layoff. During the one (1) year recall period, no new employee shall be hired nor shall any employee be promoted to a class from which layoffs have occurred until all employees on layoff status in that class have had the opportunity to return to work.

However, when the best interest of the County requires an employee with demonstrated special qualifications, skills or training, or for affirmative action considerations, the department head may make an exception to the above order of recall to appoint an employee out of ranking sequence.

Every employee given notice of layoff may request employment counseling and evaluation in order to determine those job classes within the County for which the employee meets employment eligibility requirements and desires to be considered for

Docusign Envelope ID: 59BEFA9E-9AD9-4BC3-82A3-99C3649FA438

employment from a preferred eligible list. Such counseling and evaluation shall be available by appointment in order of request. Following the counseling and evaluation, laid off employee's name shall be placed on a preferred eligible list for each class designated as a result of the counseling and evaluation. When the Human Resources Department receives a request to refer applicants to a department for a vacant position in a class for which there exists a preferred eligible list, the laid off employee on the list shall be considered for employment prior to any job applicant. A competitive job related selection process may be used to determine the order in which laid o

ff employees on a preferred eligible list for a class will be referred for an interview.

A laid off employee may be removed from the department recall list or a preferred eligible list for any of the following reasons:

- The expiration of one (1) year from the date of layoff.
- Reemployment within the County.
- Failure to accept employment or report to work.
- Failure to appear for a job interview after notification by telephone or by mail addressed to the employee's last address on file with the County and notice to MCSMA.
- Failure to respond within twenty-one (21) days to a communication regarding availability of employment.
- Request in writing by the laid off employee to be removed from the list.
- Failure to pass background after being offered reinstatement.

18.6 Status of Employees Reemployed from a Preferred Eligible List

Employees who are re-employed from a preferred eligible list shall serve a new probationary period, and otherwise be treated as a new employee with the following exceptions:

Former employees who are hired from a preferred eligible list shall be entitled to:

- Placement at up to highest step in the class into which they are hired provided that the salary upon rehire does not exceed the salary the employee was receiving at the time of layoff.
- Reinstatement of credit for service time (ranking) as of the date of separation from County service.
- Credit for all prior service for the purpose of determining vacation and annual leave accrual rates.
- Restoration of any sick leave balance credited to the employee's account on the date of layoff.

18.7 Restoration of Benefit for Recalled Employees

Any employee who has been laid off and is hired from a departmental recall list under the terms of this article within one (1) year from the date of layoff shall be entitled to:

Docusign Envelope ID: 59BEFA9E-9AD9-4BC3-82A3-99C3649FA438

- Restoration of permanent status for employees who are rehired from a departmental recall list and class from which they were laid off, and who have completed their probationary period. For employees who have not completed their probationary period, credit for that portion which has been completed shall be given if rehired from a departmental recall list.

- Restoration of all sick leave credited to the employee's account on the date he/she was laid off. Credit for all prior service for the purpose of determining vacation and annual leave accrual rates. Placement in the same step of the salary range the employee held at the time of layoff.

- Reinstatement of credit for service time (ranking) as of the date of layoff.

18.8 Insurance Coverage

Each permanent employee who is enrolled in a CalPERS Health Plan at the time of layoff may elect to enroll in a CalPERS health plan/COBRA plan. In the event the laid off employee so elects; the County will pay an amount equal to two (2) times the employee only premium at the time of layoff toward the cost of the health insurances conversion plan. The above insurance provision does not apply to employees who retire concurrent with layoff.

18.9 Appeal Procedure

An employee directly affected by the operation of this policy may, within five (5) working days after a notice of layoff is received, request a meeting with a department head or the department head's designated representative to review the application of this policy as it affects the employee's status. The employee may be accompanied by a representative of MCSMA.

MCSMA, and only MCSMA, after making an attempt to resolve the matter informally, may within seven (7) days of the date of an alleged violation of this policy file a grievance for final consideration and determination at the department head level in accordance with the provisions of the grievance procedure in effect between the County and MCSMA. A grievance filed in accordance with this paragraph shall not be subject to Arbitration, Article 16of this Agreement.

ARTICLE 19 EMERGENCIES

Nothing herein shall limit the authority of the County to prepare for or meet an emergency. An emergency shall be defined as a condition, which will or is likely to prevent the continued normal conduct of County operations or services, which will or will likely present a danger to life or property.

ARTICLE 20 DISCIPLINE

20.1 Disciplinary Action

Docusign Envelope ID: 59BEFA9E-9AD9-4BC3-82A3-99C3649FA438

The Appointing Authority may take disciplinary action against any employee in a Department who is subject to this MOU and California Government Code 3300 et al, provided that the rules and regulations prescribed herein are followed. As used in this section, disciplinary or punitive action shall mean dismissal, suspension without pay, disciplinary demotion, reduction in salary, transfer for purposes of punishment, or written reprimand.

20.2 Suspension With Pay Pending Investigation

Notwithstanding any other provision of the Disciplinary Actions Article of this MOU, the Appointing Authority may suspend an employee from his/her position at any time for reasons of investigation for disciplinary action upon the determination of the Appointing Authority that circumstances exist that make the immediate removal of the employee from the workplace to be in the best interests of the County, and that the employee cannot be effectively used in his/her job classification within the Department. Such suspension pending investigation shall be with pay and benefits, except when criminal charges or an indictment are pending against the employee. Suspension with pay shall not be deemed disciplinary action and shall not be subject to appeal.

Written notice of such suspension shall be given to the suspended employee as soon as possible, but no later than seventy-two (72) hours after such action is taken. The Appointing Authority may reinstate any such suspended employee to his/her position for a good cause, providing the Appointing Authority is satisfied that no disciplinary action is appropriate.

20.3 Notice of Disciplinary Action

In order to institute disciplinary action, the Appointing Authority, or his/her designee, shall serve written notice of the proposed disciplinary action in accordance with the following procedures:

20.3.1 Except when emergency or other special circumstances require immediate action, a notice of proposed disciplinary action (other than written reprimand) shall be delivered to the employee, either personally or by United States Postal Service, to the current address listed on the employee's most recent Personnel Action Form, no less than five (5) calendar days prior to the effective date of any disciplinary action against the employee. The five (5) day prior notice requirement shall not apply to the following disciplinary actions, but may be given within a reasonable time after the commencement of such discipline:

- Written reprimands; and
- Emergency or other special situations.
- There shall be no five (5) day notice required for Suspension With Pay Pending Investigation.

Docusign Envelope ID: 59BEFA9E-9AD9-4BC3-82A3-99C3649FA438

20.3.2 The notice(s) of proposed disciplinary action shall together include the following:

a. The nature of the proposed disciplinary action;
b. The effective date of the proposed action;
c. The causes for the proposed action in ordinary, concise language with the dates and places thereof, when known;
d. A statement that the material upon which the proposed action is based is available for inspection; and
e. A statement advising the employee of his/her right to respond, either verbally or in writing, to the Appointing Authority or his/her designee proposing the disciplinary action prior to the effective date, and the right to be represented in that response.

In order to implement either the proposed disciplinary action or a lesser disciplinary action based on the same cause(s), a notice of disciplinary action shall be delivered to the employee by or as soon after the effective date of the disciplinary action as possible. This notice of disciplinary action shall contain the information specified in items 19.3.2.a, 19.3.2.b and 19.3.2.c above, and in addition, shall include a statement of the employee's right of appeal, if any, and representation by a party of his/her choice. The notice shall also include a referral to the Appeals from Disciplinary Action Section of this MOU.

20.4 Written Reprimand

The Appointing Authority, or his/her authorized designee, may reprimand an employee by furnishing him/her with a written statement of the specific reasons for such reprimand. A copy of the reprimand shall be given to the Executive Director-Administration/Chief District Attorney Investigator for inclusion in the employee's personnel file and shall be subject to appeal as set forth in Section 19.11.3; however, the employee shall have the right of rebuttal, whether or not the employee appeals. The rebuttal, if it is in writing, shall be attached to the reprimand and placed in the employee's personnel file. The Appointing Authority, or his/her designee, may correct the written reprimand at his/her discretion. If the Appointing Authority removes the written reprimand from the employee's personnel file, the employee's rebuttal (if any) shall likewise be removed.

20.5 Suspension Without Pay

A suspension without pay invoked as disciplinary action under this section against an employee shall not exceed one (1) year.

20.6 Reduction in Salary

The Appointing Authority may reduce the salary of an employee for disciplinary reasons, provided that such reduction shall be to a step within the salary range of the classification of the position held by the employee. An employee so reduced in salary shall retain his/her anniversary date

20.7 Disciplinary Demotion

Docusign Envelope ID: 59BEFA9E-9AD9-4BC3-82A3-99C3649FA438

The Appointing Authority may demote an employee, for disciplinary reasons, to any position with a lower salary, provided the employee meets the qualifications for the lower-level position. Such demoted employee shall not be eligible for promotion for a period of six (6) calendar months after the effective date of the demotion.

20.8 Dismissal

The continued tenure of each employee shall be subject to his/her satisfactory conduct and the rendering of efficient service. Should there be cause for disciplinary action, an employee may be dismissed for either reason.

20.9 Absence Without Leave Separation

An employee who has unauthorized absences from duty, which exceed three (3) consecutive working days shall be considered to have abandoned his/her position and to have automatically resigned. Resignation shall be deemed effective upon the posting by United States Mail of a Notice of Automatic Resignation, sent by the Appointing Authority or his/her designee to the last known address of the employee, as shown on his/her latest Personnel Action.

20.10 Statute of Limitations

No disciplinary action shall be taken against any Department employee for any cause unless the notice of the proposed disciplinary action is served within one (1) year of the of the Department's discovery of an act, omission, or other misconduct or non-performance, by a person authorized to initiate an investigation of the allegation, with the exception of those circumstances set forth in Government Code §3304(d).

Nothing herein shall preclude the County or the Appointing Authority from disciplining an employee for cause, which consists of a course of conduct or history of performance that began more than one (1) year prior to the notice of disciplinary action. Such disciplinary and/or performance record of beyond one (1) year shall be used only to determine the levelof discipline to be imposed.

20.11 Appeals from Disciplinary Action

Only permanent employees who are not serving their initial probationary period shall have the right of appeal from disciplinary action. Appeals from the various disciplinary actions listed in the Disciplinary Action Section of this MOU shall be taken in accordance with the following provisions:

20.11.1 An employee who receives a transfer for the specific purpose of punishment, that does not involve a reduction in salary or loss of pay, may request an evidentiary hearing before the Appointing Authority, or his/her authorized designee. The decision of the Appointing Authority, or his/her authorized designee shall be final and binding.

20.11.2 An employee who receives a transfer for the specific purpose of punishment that involves a loss of pay may request a full evidentiary hearing before the Appointing Authority, or his/her authorized designee, whose decision in the matter shall be final and binding.

Docusign Envelope ID: 59BEFA9E-9AD9-4BC3-82A3-99C3649FA438

20.11.3 An employee who receives a written reprimand that does not involve a reduction in salary or loss of pay may request an evidentiary hearing with the next level of supervision/management above the individual issuing the written reprimand. The employee shall also retain his/her right of rebuttal. If it is in writing, the rebuttal shall be attached to the reprimand and placed in the employee's personnel file. If after the hearing, the Appointing Authority, or his/her authorized designee decides to remove the written reprimand from the employee's personnel file, the employee's rebuttal (if any) shall likewise be removed.

20.11.4 A "full evidentiary hearing" under the provisions of Section 19.11.2 above, when requested by the employee, shall involve the right to be represented, the calling and cross-examination of witnesses, and the issuance of subpoenas deuces tecum. The individual hearing the matter must not have been involved in the initial decision to issue the discipline. The individual who took the disciplinary action shall be present, and Department shall have the burden of proof.

An "evidentiary hearing" under the provisions of Section 20.11.1 or 20.11.3 above, where the action taken results in neither reduction in salary nor loss of pay, when requested by the employee, shall involve the right to be represented, to produce evidence, and to present argument; but it shall not include the right to confront or cross-examine witnesses. The individual who took the disciplinary action shall be present, and Department shall have the burden of proof.

20.11.5 A disciplinary appeal to arbitration may be filed only by an employee who is not a probationary employee and who occupies a permanent position, and only from disciplinary actions listed in the Disciplinary Action Section of this MOU other than those set forth in 20.11.1through 20.11.4 above.

20.11.6 The appeal to arbitration must be filed in writing within a period of ten (10) calendar days after the employee is notified of the decision to take disciplinary action. The failure to file the appeal within the prescribed time limit shall constitute an irrevocable waiver of the employee's disciplinary appeal rights, and the discipline imposed shall become final and binding at the expiration of the ten-day time period.

A disciplinary appeal to arbitration shall be filed with the County Administrative Officer, shall be handled confidentially, and a copy of the appeal filed shall promptly be sent to both the Appointing Authority and the County Counsel's Office.

20.11.7 Within twenty (20) days after the appeal is filed with the County Administrative Officer, the parties shall begin the process to select a mutually acceptable arbitrator. The parties shall then select a mutually agreeable hearing date.

Except as otherwise mutually agreed upon by the parties in a specific case, an arbitrator shall be selected, and a hearing shall be scheduled within sixty (60) calendar days after the appeal is filed.

20.11.8 The appellant and the Appointing Authority may appear personally and may be

Docusign Envelope ID: 59BEFA9E-9AD9-4BC3-82A3-99C3649FA438

represented by counsel at the hearing. The hearing shall be private unless the appellant requests a public hearing.

20.11.9 Before the hearing has commenced and during the course of the hearing, the arbitrator may issue subpoenas *deuces tecum* at the request of either party. Oral evidence shall be taken only on oath or affirmation. The appellant and the Appointing Authority shall each have the right to call and examine witnesses, to cross-examine opposing witnesses on any matter relevant to the issues, to impeach any witness and to rebut the evidence against him/her. Technical rules relating to evidence and witnesses do not have to apply to such hearings. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. At the hearing the burden of proof shall be upon the Appointing Authority.

20.11.10 As soon as may be practicable after the conclusion of the hearing, the arbitrator shall prepare a summary record of the proceedings and prepare recommended findings, conclusions and a decision. The hearing officer shall submit a copy of said record of findings, conclusions and decision to the Board of Supervisors. The arbitrator's decision shall not add to, subtract from, or otherwise modify the terms and conditions of this Agreement.

20.11.11 Within thirty (30) days after the filing of the record and recommended findings, conclusions and decision of the hearing officer with the Board, the Board shall adopt such recommended findings, conclusions and decision, or shall reject the recommendations of the hearing officer and adopt its own findings, conclusions and decision after a review of the record. The Board shall affirm, modify or reverse the order of the Appointing Authority causing the disciplinary action. Upon rejection of the recommendation by the Board, the entire administrative record shall be delivered to the Board, and the Board shall have an additional ninety (90) days from the date of rejection to review the entire administrative record and adopt its own findings, conclusions and decision in the matter.

20.11.12 The decision of the Board shall be final.

20.11.13 Each party shall bear its/his/her own costs in the disciplinary appeal; except that the expense of the arbitrator, the cost of a certified court reporter and the expense of a transcript of the hearing for the arbitrator shall be shared equally by the parties involved in the action being appealed. All other expenses including, but not limited to, fees for witnesses, transcripts for a party and similar or other costs incurred by a party during the disciplinary appeal shall be the responsibility of that individual party.

ARTICLE 21 COUNTY RIGHTS

The County will continue to have, whether exercised or not, all the rights, powers and authority heretofore existing, including, but not limited to the following: determine the standards of services to be offered by the Sheriff's Office and District Attorney's Office; determine the standards of selection for employment; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; issue and enforce

Docusign Envelope ID: 59BEFA9E-9AD9-4BC3-82A3-99C3649FA438

rules and regulations; maintain the efficiency of governmental operations; determine the methods, means and personnel by which the Sheriff's Office and the District Attorney's Office operations are to be conducted; determine the content of job classifications; exercise complete control and discretion over its organization and the technology of performing its work; and fulfill all of its legal responsibilities. All the rights, responsibilities and prerogatives that are inherent in the County by virtue of statutory and charter provisions cannot be subject to any grievance or arbitration proceeding.

Further, the exercise by the County through its Board and management representatives of its rights hereunder shall not in any way, directly or indirectly, be subject to the grievance procedure set forth herein.

ARTICLE 22 CONCERTED ACTIVITIES

The parties to this agreement recognize and acknowledge that the services performed by the County employees covered by this agreement are essential to the public health, safety, and general welfare of the residents of the County of Monterey. Association agrees that under no circumstances will MCSMA recommend, encourage, cause or permit its members to initiate, participate in, nor will any member of the bargaining unit take part in, any strike, sit-down, stay-in, sick-out, slow-down, or picketing (hereinafter collectively referred to as work-stoppage), in any office or department of the County, nor to curtail any work or restrict any production, or interfere with any operation of the County.

In the event of any such work stoppage by any member of the bargaining unit, the County shall not be required to negotiate on the merits of any dispute, which may have given rise to such work stoppage until said work stoppage has ceased.

In the event of any work stoppage, during the term of this agreement, whether by MCSMA or by any member of the bargaining unit, MCSMA by its officers, shall immediately declare in writing and publicize that such work stoppage is illegal and unauthorized and further direct its members in writing to cease the said conduct and resume work. Copies of such written notice shall be served upon the County. In the event of any work stoppage MCSMA promptly and in good faith performs the obligations of this paragraph, and providing MCSMA had not otherwise authorized such work stoppage, MCSMA shall not be liable for any damages caused by the violation of this provision. However, the County shall have the right to discipline, to include discharge, any employee who instigates, participates in, or gives leadership to, any work stoppage activity herein prohibited, and the County shall also have the right to seek full legal redress, including damages, as against any such employee.

ARTICLE 23 SEPARABILITY

If any section, subsection, paragraph, clause or phrase of this agreement is, for any reason, held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this agreement, it being hereby expressly declared that this document, each section, subsection, paragraph, sentence, clause and phrase thereof, would have been adopted irrespective of the fact that any one or more sections,

Docusign Envelope ID: 59BEFA9E-9AD9-4BC3-82A3-99C3649FA438

subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

ARTICLE 24 FULL UNDERSTANDING, MODIFICATION, WAIVER

It is intended that this agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

Existing benefits and working conditions which are not referenced in this agreement, such as e.g., those contained in the Salary and Benefits Resolution and the Personnel Resolution, and which are subject to the meet and confer process, shall continue without change unless modified subject to the meet and confer process.

Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its rights, and agrees that the other not be required, although they may mutually agree otherwise, to negotiate with respect to any subject or matter covered herein or with respect to any other matter within the scope of negotiations, during the term of this agreement.

Any agreement, alteration, understanding, variation, waiver, or modification of any of the terms of provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by the County' s Board of Supervisors.

A waiver of any breach, term or condition of this agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.
This Memorandum of Understanding between the County of Monterey and the Monterey County Sheriff's Management Association, term July 1, 2021 to June 30, 2024.

subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

ARTICLE 25 ADDITIONAL PROVISIONS

Base Wage Study Implementation – The County agrees to implement the base wage adjustments found in the Base Wage Study, conducted for Unit C by Sloan Sakai in April 2024, in accordance with the County of Monterey Compensation Philosophy.

Docusign Envelope ID: 59BEFA9E-9AD9-4BC3-82A3-99C3649FA438

For the County:

Signed by:
Ariana Hurtado 2/20/2026
D41F6BBC0C2C459...

Ariana Hurtado

Signed by:
Michelle Gomez 2/20/2026
2DE6EBD5E35E459...

Michelle Gomez

For MCSMA:

DocuSigned by:
Olivo Guerrero 2/20/2026
0E7304BC336F400...

Olivo Guerrero

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

COUNTYWIDE SERVICE AGREEMENT BETWEEN COUNTY OF MONTEREY AND Printworks.Solutions Inc. RFP 10961-COUNTYWIDE PRINT SHOP AND COPY RELATED SERVICES

This AGREEMENT is made and entered into by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County", and Printworks.Solutions Inc**.**, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, County has invited proposals through the Request for Proposals (RFP 10961) to provide on-call Countywide Print Shop and Copy Related Services for the County of Monterey, in accordance with the specifications set forth in this AGREEMENT; and

WHEREAS, CONTRACTOR has submitted a responsive and responsible proposal to perform such services; and

WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.

NOW THEREFORE, County and CONTRACTOR, for the consideration hereinafter named, agree as follows:

1.0 PERFORMANCE OF THE AGREEMENT

1.1 After consideration and evaluation of the CONTRACTOR's proposal, the County hereby engages CONTRACTOR to provide the services set forth in this AGREEMENT on the terms and conditions contained herein**.** The intent of this AGREEMENT is to summarize the contractual obligations of the parties. This AGREEMENT is based on the following supporting documents:

AGREEMENT
DATED, 4/1/2026, including all attachments and exhibits, and
CONTRACTOR's Proposal dated 9/16/26.

1.2 These documents are on file with the Contracts & Procurement Office.

1.3 All of the above-referenced documents are intended to be complementary. Work required by one of the above-referenced documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order: AGREEMENT, CONTRACTOR's Proposal, including all attachments and exhibits.

1.4 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.

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

1.5 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.

1.5.1 CONTRACTOR must maintain all licenses throughout the term of the AGREEMENT.

1.6 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this AGREEMENT, except as otherwise specified in this AGREEMENT. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this AGREEMENT.

2.0 SCOPE OF WORK/SERVICE

2.1 The SCOPE OF WORK includes, but is not limited to the following:

2.2 CONTRACTOR Minimum Work Performance Percentage: CONTRACTOR shall perform with his own organization contract work amounting to not less than 50 percent (50%) of the original total contract price, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT price before computing the amount of work required to be performed by CONTRACTOR with its organization.

2.3 In Compliance with the County's approved Climate-Friendly Purchasing Policy (policy is located online at http://www.co.monterey.ca.us/government/departments-a-h/administrative-office/contracts-purchasing/procurement-related-policies. Contractor shall be required to provide at a minimum the following:

2.3.1 Packaging and shipping materials made from recycled materials, be recyclable, and be Styrofoam-free.

2.4 The Scope of Work shall include but is not limited to the following:

2.4.1 This RFP is intended to cover all labor, tools, equipment, materials, and any supervision necessary to provide complete printing and related services necessary to the County for the period of three (3) years with the option to renew on a year by year basis for a maximum of two (2) additional one year (1-year) periods.

2.4.2 Printing services are defined as those services, which are normally part of an in- house print shop and may include, but not be limited to the following:

- Cutting
- Collating
- Padding
- 3-hole punching
- Double-sided copies
- Folding
- Stapling
- Binding
- Saddle stitching
- Perforating
- Numbering
- Scoring

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

2.4.3 Photocopying, for the purpose of this RFP, is defined as the reproduction of printed materials using a xerographic-type machine to reproduce the image.

Some reproduction work required by the County falls into the photocopying category. Typical reproduction work needed by the County includes single and double-sided forms, flyers, and brochures in various sizes, including but not limited to, letter, legal, and 11" x 17" sizes. Recycled paper is desirable (but not mandatory) as long as the price is competitive, the brightness is 92 or greater, and the overall quality of the printed product is acceptable.

2.4.4 Two types of uncoated cover stock are typically used: AstroBrite 65# and Index 110#. Coated cover stock is not normally required for the jobs quoted on this request for bid.

2.4.5 Binding size definitions are as follows:

- Small = up to 1 inch thick
- Medium= 1 -1.5 inches thick
- Large = greater than 1.5 inches thick

2.4.6 The County has a need for offset type printing. Typical services required may include, but not be limited to:

- Typesetting
- Multiple color runs
- One and two-sided printing
- Cutting
- Folding
- Padding
- Form Numbering
- Graphic Design/Artwork

2.4.7 CONTRACTOR shall furnish all labor, supervision, methods and processes, implements, tools, machinery, equipment, transportation and materials to provide printing services, including, but not limited to:

1. Printing of one (1) to four (4) colors
2. Bindery services, such as collating, folding, stitching, die cutting, perforating, and perfect bind
3. Both half-tones and duo-tones
4. Pick-up and inside delivery
5. Proofs, if required
6. Price quotations prior to start of work
7. Changes up to forty-eight (48) hours prior to delivery

2.4.8 Placement of Orders - Selected CONTRACTOR(s) will be invited to quote on specific jobs throughout the contract term. Orders for specific jobs will be placed by each individual department, based upon quoted price and CONTRACTOR(s) ability and capacity to meet County's requirements.

2.4.9 Delivery- Unless otherwise specified, delivery (s) shall be to each requesting department within the County.

2.4.10 Job Samples – Examples of the type of services commonly required by the County are detailed in Attachment A.

2.4.11 CONTRACTOR's Qualifications - Successful CONTRACTORs will be expected to adequately stock all printing and bindery materials commonly used by the County, and to maintain masters of commonly used County forms, to ensure timely delivery of jobs to be produced on demand.

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

2.4.12 The County reserves the right to visit and inspect the CONTRACTOR's facilities at a mutually agreed upon time to ascertain that the CONTRACTOR has the necessary resources to provide the required services. The County shall be the sole judge in determining if CONTRACTOR is qualified to undertake the project pursuant to the criteria set forth herein.

2.4.13 CONTRACTOR shall have its own physical printing facilities where the services described in the bid specifications will be performed. Production of actual printing jobs shall be completed at the CONTRACTOR's facilities although bindery tasks may be subcontracted. CONTRACTORs shall list subcontractors on Bid Form.

2.4.14 CONTRACTOR shall provide three (3) commercial references for whom CONTRACTOR performed similar services of a similar scope in the past five (5) years. These services must have been provided for a minimum of one (1) year.

2.5 SPECIFICATION AND SERVICE PERFORMANCE STANDARDS:

2.5.1 Services to be provided Monday to Friday, 8AM to 5PM, except County Holidays.

2.5.2 Turnaround time for printing or copying jobs must be twenty-four (24) hours (1 business day) or less for all jobs. Some time-sensitive jobs requiring immediate turn-around. Failure to provide promised delivery times may be cause for termination of the Agreement.

2.5.3 CONTRACTOR should have the ability to receive, edit and enhance print jobs electronically from County in formats such as MS Office and Adobe applications and make minor formatting changes and/or corrections before printing. County may also provide complex booklets or brochures in Illustrator or InDesign.

2.5.4 CONTRACTOR should have the ability to offer pickup and delivery services to end users requiring it for free or for a fixed delivery fee (to be quoted on bid pricing sheets).

2.5.5 All copies produced must be of commercially accepted quality, for example: properly aligned, no fading, smearing, correct contrast and color, and packaged in a manner to protect the documents from damage in transit. CONTRACTOR mistakes or copies of unacceptable quality will be corrected immediately at no cost to the County.

2.5.6 CONTRACTOR will provide individual invoices for each printing job, showing sufficient detail to verify unit costs are in accordance with contract prices. Upon mutual agreement, invoices may be consolidated into monthly departmental billings, and/or paid by County Procurement Credit Card.

2.5.7 In the event CONTRACTOR requires a proof for their job, the proof is to be signed and authorized by the requesting County personnel. The requirement for a proof may be dependent upon size of job and complexity of job to be determined by County personnel. If a proof is required, County personnel will indicate name and department of person responsible for proof.

2.5.8 Successful CONTRACTOR must have (or must obtain) a Certified Business License prior to the commencement of any Agreement.

2.6 COUNTY RESPONSIBILITIES:

2.6.1 County staff will provide all relevant job information on the CONTRACTOR's job ticket forms if applicable, and provide the graphics and text (in hardcopy or electronic format) for their reprographic jobs.

2.6.2 County personnel may e-mail, fax or hand deliver any such forms if applicable, unless the job is being picked up by the CONTRACTOR, in which case the job ticket form if applicable will be included with the relevant materials to picked up.

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

3.0 PRICING AND BILLING

3.1 It is mutually understood and agreed by both parties that the County shall pay CONTRACTOR in accordance with the payment provisions set forth in **Section 28.0 Pricing**, subject to the limitations set forth in this Agreement.

3.1.1 Prices shall remain firm for the term of this Agreement.

3.1.2 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of this Agreement.

3.1.3 Rate changes are not binding unless mutually agreed upon in writing by the County and CONTRACTOR.

3.2 Prior to the start of each project, the County shall provide CONTRACTOR with a defined scope of services to be provided.

3.3 County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement. This Agreement is one of several contracts awarded pursuant RFP # 10961, and all of such contracts are subject to a maximum cumulative expenditure amongst all such contracts of $2,000,000 aggregate (not annual) over the potential five-year terms of all of the contracts.

3.4 Any discount offered by the CONTRACTOR must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later. In no case will a discount be considered that requires payment in less than 30 days.

3.5 CONTRACTOR shall levy no additional fees or surcharges of any kind during the term of this Agreement without first obtaining approval from County in writing.

3.6 Tax:

3.6.1 Pricing as per this AGREEMENT is inclusive of all applicable taxes.

3.6.2 County is registered with the Internal Revenue Service, San Francisco office, and registration number 94-6000524. The County is exempt from Federal Transportation Tax; an exemption certificate is not required where shipping documents show Monterey County as consignee.

3.7 Travel/Mileage

3.7.1 Any travel/mileage must be agreed upon and approved by the County in writing prior to services being performed.

3.7.2 Travel/mileage must adhere to the current rate per mile at the time of service as provide by the US General Services Administration. Rates are listed at: https://www.gsa.gov/travel/plan-book/transportation-airfare-pov-etc/privately-owned-vehicle-pov-mileage-reimbursement-rates

3.7.3 Travel/mileage fees must be listed as a line-item within the corresponding invoice for associated services.

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

3.7.3.1 Travel/mileage fees more than the US GSA rate at the time services are provided will not be processed. CONTRACTOR must correct the invoice containing the incorrect fee to adhere to the current GSA rates at the time of service prior to processing of invoice.

3.8 This is one of several agreements entered into pursuant to RFP #10827 and County shall allocate funds as needed.

4.0 TERM OF AGREEMENT

4.1 The term of the AGREEMENT(s) will be for a period of three (3) years from **April 1, 2026, to March 31, 2029**, with the option to extend the AGREEMENT for one (1) additional two (2) year periods, for a total not to exceed a maximum five-(5) year Agreement, unless sooner terminated pursuant to the terms of this Agreement.

4.1.1 County reserves the option to renew or extend this AGREEMENT.

4.1.2 County is not required to state a reason if it elects not to renew.

4.2 This Agreement is of no force or effect until signed by both CONTRACTOR and County with County singing last, and CONTRACTOR may not commence work before County signs this Agreement.

4.3 If County exercises its option to extend, all applicable parties shall mutually agree upon the extension, including any changes in rate and/or terms and conditions in writing.

4.3.1 CONTRACTOR must commence negotiations for any desired rate changes a minimum of ninety days (90) prior to the expiration of the AGREEMENT.

4.3.2 Both parties shall agree upon rate extension(s) or changes in writing.

4.3.3 CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

4.3.3.1 CONTRACTOR shall maintain all license and security requirements as set forth in Section 7.0.

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

5.0 INVOICES AND PURCHASE ORDERS

5.1 Invoices for all services rendered per this AGREEMENT shall be billed directly to the County department requesting services.

5.2 CONTRACTOR shall reference the RFP number on all invoices submitted to County. CONTRACTOR shall submit such invoices periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. County shall certify the invoice, either in the requested amount or in such other amount as County approves in conformity with this AGREEMENT and shall promptly submit

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

such invoice to County Auditor-Controller for payment. County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

5.3 Invoicing by CONTRACTOR will clearly itemize the following:

5.3.1 The County Department receiving services,
5.3.2 The purchase order number under which the invoice is to be charged,
5.3.3 The services provided,
5.3.4 Dates of services,
5.3.5 An itemization of other reimbursable expenses approved by the County in writing, as applicable.

5.4 All County of Monterey Purchase Orders issued for the AGREEMENT are valid only during the fiscal year in which they are issued (the fiscal year is defined as July 1 through June 30).

5.5 Unauthorized Surcharges or Fees: Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by County.

6.0 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.

7.0 INSURANCE/SECURITY REQUIREMENTS

7.1 Evidence of Coverage:

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

7.1.1.1 CONTRACTOR, prior to commencement of this AGREEMENT, shall provide to County, a "Certificate of Insurance" showing the coverages, limits and endorsements set forth below for all CONTRACTOR'S SUBCONTRACTORS certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate.

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

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

CONTRACTOR.

7.1.2.1 CONTRACTOR SHALL PROVIDE TO COUNTY ANNUALLY A CURRENT COPY OF ALL CONTRACTOR'S SUBCONTRACTOR CERTIFICATE OF INSURANCE WITHIN 15 DAYS OF EXPIRATION OF CERTIFICATE.

7.1.2.2 CONTRACTOR SHALL PROVIDE TO COUNTY A CURRENT COPY OF ALL CONTRACTOR'S SUBCONTRACTOR CERTIFICATES OF INSURANCE WITHIN 15 DAYS OF CHANGE.

7.2 Qualifying Insurers:

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

7.3 Insurance Coverage Requirements:

7.3.1 Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of an AGREEMENT a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence, and $2,000,000 in aggregate.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Auto Liability Coverage: must include all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of an 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 while rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, CONTRACTOR shall, upon the expiration or earlier termination of an AGREEMENT, obtain extended reporting coverage ("tail

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of an AGREEMENT.
(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

7.4 Other Insurance Requirements:

7.4.1 All insurance required by an AGREEMENT shall be with a company acceptable to County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by an 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 an AGREEMENT.

7.4.2 Each liability policy shall provide that County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractor.

7.4.3 Additional Insured Status
The County of Monterey, its officers, officials, employees, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage
For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Waiver of Subrogation
CONTRACTOR hereby grants to County a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the County by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

7.4.4 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.

7.5 Security Requirements

7.5.1 CONTRACTOR shall ensure it holds the insurance and required licenses under both, State and local jurisdictions and they remain current during the full term of the AGREEMENT.

7.5.2 CONTRACTOR is required to ensure that all services, costs, and materials must, at minimum, meet the specifications for State of California, California State Contractors License Board, and CAL/OSHA regulations, as applicable.

7.5.3 CONTRACTOR shall be required to submit appropriate State and Federal level criminal background clearance(s) for all personnel required to work within County facilities that are deemed restricted or high security, including but not limited to, Sheriff facilities and facilities where children, elderly, and dependent adults are present.

7.5.3.1 A California licensed Investigator must perform the required State and Federal level criminal background check(s) which must then be submitted to the County prior to the personnel being allowed to work within such County facilities.

7.5.3.1.1 Some County facilities require, California Law Enforcement Telecommunications System (CLETS) clearance.

7.5.3.2 Criminal background checks will be accepted from CONTRACTOR if: performed within the last five (5) years background check was performed as set forth in this Section 7.0.

7.5.3.3 The required background checks SHALL be completed prior to allowing the personnel to work within any of the Sheriff's facilities.

7.5.3.4 CONTRACTOR is responsible for the cost of the State level criminal background Checks.

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

8.0 RECORDS AND CONFIDENTIALITY

8.1 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.

8.2 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.

8.3 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 reciept of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

8.4 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 Revised 01/26/2026 6 of 11 Agreement ID: to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

8.5 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

8.6 Format of Deliverables: For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: https://webstandards.ca.gov/accessibility/.

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

9.0 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), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

10.0 PERFORMANCE STANDARDS

10.1 Independent Contractor: CONTRACTOR shall be an independent contractor and shall not be an employee of Monterey County, nor immediate family of an employee of County. CONTRACTOR shall be responsible for all insurance (General Liability, Automobile, Workers' Compensation, unemployment, etc.) and all payroll-related taxes. Neither CONTRACTOR nor CONTACTOR's employees shall be entitled to any employee benefits from Monterey County. CONTRACTOR shall control the manner and means of accomplishing the result contracted for herein.

10.2 Minimum Work Performance Percentage: CONTRACTOR shall perform with its own organization contract work amounting to not less than 50 percent of the original total AGREEMENT amount, 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 amount before computing the amount of work required to be performed by CONTRACTOR with its own organization or per a consortium.

10.3 Non-Assignment: CONTRACTOR shall not assign this Agreement, or the work required herein without the prior written consent of County.

10.4 Any subcontractor shall comply with all of County of Monterey requirements, including insurance and indemnification requirements as detailed in this AGREEMENT.

11.0 CONFLICT OF INTEREST

CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this AGREEMENT. Without limitation, CONTRACTOR represents to and agrees with COUNTY that CONTRACTOR has no present, and will have no future, conflict of interest between providing COUNTY services hereunder and any other person or entity (including but not limited to any federal or state environmental or regulatory agency) which has any interest adverse or potentially adverse to COUNTY, as determined in the reasonable judgment of the Board of Supervisors of COUNTY.

12.0 COMPLIANCE WITH APPLICABLE LAWS

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

12.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices require by law in the performance of the Services.

12.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

12.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

13.0 PREVAILING WAGE

Under Labor Code sections 1720 et seq., a contract for Electrician services may be considered a public work. If applicable, CONTRACTOR shall comply with provisions of the Labor Code (sections 1720, et seq.) governing public works, including payment of prevailing wages, payroll records and employment of apprentices. Copies of the determination of the general prevailing rate of per diem wages are available to interested parties at: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm.

14.0 BACKGROUND CHECKS

14.1 CONTRACTOR shall be required to submit appropriate State level criminal background clearance(s) for all personnel required to work within County facilities that are deemed restricted or high security, including but not limited to the Monterey County Sheriff's Office, Probation Department, 911 Center, and District Attorney's Office.

14.1.1 A California licensed Investigator must perform the required State level criminal background check(s) which must then be submitted to County prior to the personnel being allowed to work within such County facilities.

14.1.2 CONTRACTOR is responsible for the cost of the State level criminal background check(s).

14.1.3 EXCEPTION: Personnel who are designated to provide services at any of the Sheriff's facilities are required to undergo fingerprinting and background checks through the Sheriff's main office, at no cost to CONTRACTOR.

14.2 The required background checks SHALL be completed prior to allowing the personnel to work within any of the limited access facilities.

15.0 TIME OF ESSENCE

Time is of the essence in respect to all provisions of this AGREEMENT that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this AGREEMENT.

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

16.0 PERFORMANCE ASSURANCE AND WAIVER OF BREACH

16.1 Assurance of Performance: If at any time County believes CONTRACTOR may not be adequately performing its obligations under this AGREEMENT or that CONTRACTOR may fail to complete the Services as required by this AGREEMENT, County may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this AGREEMENT. If County accepts the plan it shall issue a signed waiver.

16.1.1 Waiver: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this AGREEMENT shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

17.0 RIGHTS AND REMEDIES OF THE COUNTY FOR DEFAULT

In the case of default by CONTRACTOR, County may procure the articles or services from other sources and may recover the loss occasioned thereby from any unpaid balance due to CONTRACTOR or by proceeding against any performance bond of CONTRACTOR, if any, or by suit against CONTRACTOR. The prices paid by County shall be considered the prevailing market price at the time such purchase(s) may be made. Inspections of service or offers for service that do not meet specifications shall be made at the expense of CONTRACTOR.

18.0 WARRANTY BY CONTRACTOR

CONTRACTOR shall fully warrant all materials, equipment, and service against poor and inferior quality or workmanship for a period of not less than one (1) year from date of final acceptance by the COUNTY. CONTRACTOR shall repair or replace any inoperable materials or equipment in a timely manner during warranty period.

19.0 ACCESSIBILITY

CONTRACTOR shall inform himself/herself/itself regarding any peculiarities and limitations of the spaces available for the installation of all work and materials furnished and installed under the AGREEMENT. CONTRACTOR shall exercise due and particular caution to determine that all parts of CONTRACTORs work are made quickly and easily accessible.

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

20.0 CLEANUP

20.1 Cleanup: During performance and completion of work on this project CONTRACTOR shall remove all unused equipment and instruments of service, all excess or unsuitable material, trash, rubbish and debris, and legally dispose of same. CONTRACTOR shall leave entire area in a neat, clean and acceptable condition as approved by County.

20.2 Waste Removal: Once the collection of waste materials has commenced, CONTRACTOR has exercised control of and taken possession of the waste, and the assumption of risk and liability is solely with CONTRACTOR. County shall not take responsibility for the accidental or purposeful discharge or release of any waste material.

21.0 DAMAGES

CONTRACTOR shall be held responsible for any breakage, loss of County's equipment or supplies through negligence of CONTRACTOR or any employee of the CONTRACTOR while working on County's premises. CONTRACTOR shall be responsible for restoring/replacing any equipment, facilities, etc. so damaged. CONTRACTOR shall immediately report to County any damages to the premises resulting from services performed under this AGREEMENT.

22.0 FORCE MAJEURE

22.1 "Force Majeure" means any cause beyond the reasonable control of a party, including but not limited to acts of God, civil or military disruption, fire, strike, flood, riot, war, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.

22.2 If any party hereto is delayed or prevented from fulfilling its obligations under this AGREEMENT by Force Majeure, said party will not be liable under this AGREEMENT for said delay or failure, nor for damages or injuries resulting directly from the inability to perform scheduled work due to Force Majeure.

22.3 CONTRACTOR shall be granted an automatic extension of time commensurate with any delay in performing scheduled work arising from Force Majeure. CONTRACTOR agrees to resume such work within three (3) days after the Force Majeure has subsided enough to do so.

23.0 NOTICES

Notices required to be given to the respective parties under this AGREEMENT shall be deemed given by any of the following means: (1) when personally delivered to County's contract administrator or to CONTRACTOR'S responsible officer; (2) when personally delivered to the party's principle place of business during normal business hours, by leaving notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by FAX machine to the other party, at the party's FAX number specified pursuant to this AGREEMENT, provided that the party giving notice by FAX must promptly confirm receipt of the FAX by telephone to the receiving party's office; or, (4) three (3)

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

days after the notice is deposited in the U. S. mail with first class or better postage fully prepaid, addressed to the party as indicated below.

Notices mailed or faxed to the parties shall be addressed as follows:

TO COUNTY:
County of Monterey Contracts & Procurement Office
1488 Schilling Place Salinas, CA 93901
Tel. No.: (831) 755-4990 Fax No.: (831) 755-4969

TO CONTRACTOR:
Printworks. Solutions Inc.
Denise Cardona
19420 Prestancia Court Salinas, CA 93902
Tel. No.: (831) 588-2199
dcardona@printworks.solutions

24.0 LEGAL DISPUTES

24.1 CONTRACTOR agrees that this AGREEMENT and any dispute arising from the relationship between the parties to this AGREEMENT, shall be governed and interpreted by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.

24.2 Any dispute that arises under or relates to this AGREEMENT (whether contract, tort, or both) shall be resolved in the Superior Court of California in Monterey County, California.

24.3 CONTRACTOR shall continue to perform under this AGREEMENT during any dispute.

24.4 The parties agree to waive their separate rights to a trial by jury. This waiver means that the trial will be before a judge.

25.0 HAZARDOUS MATERIALS

HAZARDOUS MATERIALS: Transportation of any hazardous materials to County must be done so in conformance with Superfund Amendments and Reauthorization Act Title 3 as amended. Appropriate documentation must be provided in a Material Safety Data Sheet (MSDS) and other documentation as necessary relating to the traits, characteristics, and pervasive properties of any hazardous materials shipped to the County of Monterey. The shipper understands that County shall not accept any shipment of hazardous materials without complete documentation and safety information as required by law. County shall not take responsibility for the accidental or purposeful discharge or release of any hazardous material. County does not take responsibility for the improper packaging and/or transportation of any hazardous materials ordered by County while in transit or storage prior to service and acceptance by County. (ONLY IF NEEDED)

26.0 PROTECTION OF PUBLIC

CONTRACTOR shall provide adequate warning devices, barricades, guards, flagmen, or other necessary precautions shall be taken by CONTRACTOR to give advice and reasonable protection, safety and warning to persons and vehicular traffic concerned in the area(s) affected by this AGREEMENT.
(ONLY IF NEEDED)

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

27.0 CONSENT TO USE OF ELECTRONIC SIGNATURES

27.1 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et. seq, California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq*. Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

27.2 **Counterparts**.

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

27.3 **Form: Delivery by E-Mail or Facsimile**.

Executed counterparts of this Agreement may be delivered by facsimile transmission by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect if the manually signed counterpart or counterparts had been delivered to the other party in person

28.0 PRICING

PRICING PAGE
RFP 10961 PRINT SHOP AND COPY RELATED SERVICES

COMPANY NAME:

The undersigned CONTRACTOR hereby offers to perform services in strict compliance with the specifications, terms and conditions set forth in this bid invitation.

CONTRACTOR SHALL SUBMIT PRICING FOR THE SAMPLES LISTED BELOW IN ACCORDANCE TO ATTACHEMENT - A. COUNTY SHALL UTILIZE THE SAMPLES BELOW DURING THE SELECTION PROCESSES.

CONTRACTOR SHALL PROVIDE THE COUNTY WITH A COMPLETE PRICE LIST FOR ALL SERVICES RENDERED BY THE CONTRACTOR.

Job # 1 Newsletters

Description	# of Days	Bid Price	Description	# of Days	Bid Price
Standard Lead Time	5-7	1790	Rush Lead Time		

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

Job #2 County Letter Head

Description	# of Days	Bid Price	Description	# of Days	Bid Price
Standard Lead Time	5-7	1330	Rush Lead Time	3-4	1590

Job #3 Annual Budget Book

Description	# of Days	Bid Price	Description	# of Days	Bid Price
Standard Lead Time	10-12	4280	Rush Lead Time		

Job #4 Board of Supervisors Agenda Packet

Description	# of Days	Bid Price	Description	# of Days	Bid Price
Standard Lead Time	4-5	505	Rush Lead Time		

Job #5 NCR Forms

Description	# of Days	Bid Price	Description	# of Days	Bid Price
Standard Lead Time	4-5	1045	Rush Lead Time	2-3 days	1260

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

DESCRIPTION: job #1 newsletter

ART:	digital files supplied		
BLEEDS:	ok	FINISHING:	fold, collate and stitch/trim
PROOF:	PDF	PACKAGING:	Carton pack
PAGES:	12 pages	SHIP VIA:	
BINDING:	saddlestitch	FOB:	Salinas
		SALES REP:	Denise

DESCRIPTION:	newsletter, 12 pages		
FINISHED SIZE:	8.5x11	DESCRIPTION:	
FLAT SIZE:	17x11	FINISHED SIZE:	
PAPER:	80# gloss text	FLAT SIZE:	
INK::	12 color or 4 CP throughout-same $	PAPER:	
		INK::	

DESCRIPTION:			
FINISHED SIZE:		DESCRIPTION:	
FLAT SIZE:		FINISHED SIZE:	
PAPER:		FLAT SIZE:	
INK::		PAPER:	
		INK::	

price is delivered

QUANTITY:	4500
PRICE:	1790.00
PRICE/UNIT:	

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

DESCRIPTION: job #2 letterhead

ART:	digital files supplied	FINISHING:	trim
BLEEDS:	no	PACKAGING:	carton pack
PROOF:	PDF	SHIP VIA:	
PAGES:		FOB:	Salinas
BINDING:		SALES REP:	Denise

DESCRIPTION:	letterhead		
FINISHED SIZE:	8.5x11	DESCRIPTION:	
FLAT SIZE:		FINISHED SIZE:	
PAPER:	24# neenah bond or comparable	FLAT SIZE:	
INK::	4 CP one sided	PAPER:	
		INK:	

DESCRIPTION:		DESCRIPTION:	
FINISHED SIZE:		FINISHED SIZE:	
FLAT SIZE:		FLAT SIZE:	
PAPER:		PAPER:	
INK::		INK:	

price is delivered

QUANTITY:	20.000
PRICE:	1330.00
PRICE/UNIT:	

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

DESCRIPTION: job #3 annual budget book

ART:	digital files ssupplied	FINISHING:	score cover, collate, bind
BLEEDS:	ok	PACKAGING:	carton pack
PROOF:	PDF	SHIP VIA:	
PAGES:	650 pages + dividers + covers	FOB:	Salinas
BINDING:	perfect bind	SALES REP:	Denise

DESCRIPTION:	cover	DESCRIPTION:	650 interior pages
FINISHED SIZE:	8.5x11	FINISHED SIZE:	8.5x11
FLAT SIZE:	17x11	FLAT SIZE:	
PAPER:	80# gloss cover	PAPER:	50# offset/ 20# bond
INK::	4CP one sided	INK:	black ink throughout

DESCRIPTION:	20 digider pages flush trim	DESCRIPTION:	
FINISHED SIZE:	8.5x11	FINISHED SIZE:	
FLAT SIZE:		FLAT SIZE:	
PAPER:	80# gloss cover	PAPER:	
INK::	4 over 0	INK:	

price is delivered

QUANTITY:	100
PRICE:	4280.00
PRICE/UNIT:	

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

DESCRIPTION: job #4 board of supervisors agenda packet/pages

ART:	digital files supplied	FINISHING:	collate in sets / 3 hole drill
BLEEDS:	ok	PACKAGING:	slip sheet sets and box
PROOF:	PDF	SHIP VIA:	
PAGES:	76 pages / 38 sheets	FOB:	Salinas
BINDING:	no binding	SALES REP:	Denise

DESCRIPTION:	packet pages / loose-drilled	DESCRIPTION:	
FINISHED SIZE:	8.5x11	FINISHED SIZE:	
FLAT SIZE:		FLAT SIZE:	
PAPER:	50# offset / 20# bond	PAPER:	
INK::	4CP throughout	INK:	

DESCRIPTION:		DESCRIPTION:	
FINISHED SIZE:		FINISHED SIZE:	
FLAT SIZE:		FLAT SIZE:	
PAPER:		PAPER:	
INK::		INK:	

price is delivered

QUANTITY:	50
PRICE:	505.00
PRICE/UNIT:	

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

DESCRIPTION: job #4 ncr forms

ART:	digital files supplied
BLEEDS:	ok
PROOF:	PDF
PAGES:	
BINDING:	

FINISHING:	collate and pad with fan apart
PACKAGING:	box
SHIP VIA:	
FOB:	Salinas
SALES REP:	Denise

DESCRIPTION:	ncr form
FINISHED SIZE:	8.5x11
FLAT SIZE:	
PAPER:	2 part ncr
INK::	black over 0

DESCRIPTION:	
FINISHED SIZE:	
FLAT SIZE:	
PAPER:	
INK:	

DESCRIPTION:	
FINISHED SIZE:	
FLAT SIZE:	
PAPER:	
INK::	

DESCRIPTION:	
FINISHED SIZE:	
FLAT SIZE:	
PAPER:	
INK:	

price is delivered

QUANTITY:	2000 sets of 3 pt
PRICE:	1045.00
PRICE/UNIT:	

--End of Section 28 Pricing--

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

Exhibit B-Insurance Modification

County of Monterey Countywide Print Shop and Copy Related Service Agreement

between

County of Monterey

And

Printwork.Solutions Inc.

WORKERS' COMPENSATION INSURANCE:

At the time of execution of this Agreement, Printwork.Solutions Inc.(Contractor) does not have employees and therefore, does not carry a Workers' Compensation Insurance coverage. Should Contractor hire employees during the term of this Agreement, Contractor shall comply with County's insurance requirements pertaining to Workers' Compensation as described in Section 7.3 of 7.3.1 of this agreement.

AUTO LIABILITY INSURANCE COVERAGE:

Amend subparagraph 7.3 of 7.3.1, **"**Insurance Requirements: to strike the third paragraph, "Auto Liability Coverage, "in its entirely as the CONTRACTOR represents that all services are performed remotely.

--End of Exhibit B

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

29.0 SIGNATURE PAGE

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

COUNTY OF MONTEREY

By: _____

Contracts/Purchasing Officer

Date: _____

By:

Department Head (if applicable)

Date: _____

By:

Date: _____

Approved as to Form
Office of the County Counsel-Susan K. Blitch, County Counsel

By: DocuSigned by: Shane Eben Strong 6624564F383643C...

County Counsel

Date: 2/26/2026 | 8:11 AM PST

Approved as to Fiscal Provisions

By: DocuSigned by: Andrew Valentine 25834C99491E449...

Auditor/Controller

Date: 2/27/2026 | 4:10 PM PST

Approved as to Liability Provisions
Office of the County Counsel-Risk Management

By: Signed by: David Bolton, Risk Manager 68FDC263FE6243C...

David Bolton Risk Manager

Date: 2/27/2026 | 5:06 PM PST

CONTRACTOR

PRINTWORKS SOLUTIONS INC.

By: DocuSigned by: Denise Cardona 828411150CF845D...

(Signature of Chair, President, or Vice-President) *

DENISE CARDONA, PRESIDENT

Date: 2/20/2026 | 9:51 AM PST

By: DocuSigned by: Denise Cardona 828411150CF845D...

(Signature of Secretary, Asst. Secretary, FO, Treasurer or Asst. Treasure) *

DENISE CARDONA, CFO

Date 2/20/2026 | 9:52 AM PST

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 (California Corporations Code, §313). If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member, or 2) two (2) managers (Corporations Code, §17703.01, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership (Corporations Code, §§16301 and 15904.02). If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign

[1] Approval by the Office of the County Counsel is required.

[2] Approval by Auditor-Controller is required.

[3] Review by Risk Management is necessary only if changes are made in the Indemnification or Insurance paragraphs.

Prepared by Gonzalo Chitty, Deputy Contracts and Procurement Officer I
*Final_20260130_* Angelica Ruelas, Senior Deputy Contracts and Procurement Officer

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

COUNTYWIDE SERVICE AGREEMENT BETWEEN
COUNTY OF MONTEREY
AND
Central Valley Business Forms, Inc. DBA Central Valley Business Forms

RFP 10961-COUNTYWIDE PRINT SHOP AND COPY RELATED SERVICES

This AGREEMENT is made and entered into by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County", and Central Valley Business Forms, Inc. DBA Central Valley Business Forms hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, County has invited proposals through the Request for Proposals (RFP 10961) to provide on-call Countywide Print Shop and Copy Related Services for the County of Monterey, in accordance with the specifications set forth in this AGREEMENT; and

WHEREAS, CONTRACTOR has submitted a responsive and responsible proposal to perform such services; and

WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.

NOW THEREFORE, County and CONTRACTOR, for the consideration hereinafter named, agree as follows:

1.0 PERFORMANCE OF THE AGREEMENT

1.1 After consideration and evaluation of the CONTRACTOR's proposal, the County hereby engages CONTRACTOR to provide the services set forth in this AGREEMENT on the terms and conditions contained herein**.** The intent of this AGREEMENT is to summarize the contractual obligations of the parties. This AGREEMENT is based on the following supporting documents:

AGREEMENT
DATED, 4/1/2026, including all attachments and exhibits, and
CONTRACTOR's Proposal dated 9/15/26.

1.2 These documents are on file with the Contracts & Procurement Office.

1.3 All of the above-referenced documents are intended to be complementary. Work required by one of the above-referenced documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order: AGREEMENT, CONTRACTOR's Proposal, including all attachments and exhibits.

1.4 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this AGREEMENT are specially trained, experienced,

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

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.

1.5 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.

1.5.1 CONTRACTOR must maintain all licenses throughout the term of the AGREEMENT.

1.6 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this AGREEMENT, except as otherwise specified in this AGREEMENT. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this AGREEMENT.

2.0 SCOPE OF WORK/SERVICE

2.1 The SCOPE OF WORK includes, but is not limited to the following:

2.2 CONTRACTOR Minimum Work Performance Percentage: CONTRACTOR shall perform with his own organization contract work amounting to not less than 50 percent (50%) of the original total contract price, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT price before computing the amount of work required to be performed by CONTRACTOR with its organization.

2.3 In Compliance with the County's approved Climate-Friendly Purchasing Policy (policy is located online at http://www.co.monterey.ca.us/government/departments-a-h/administrative-office/contracts-purchasing/procurement-related-policies. Contractor shall be required to provide at a minimum the following:

2.3.1 Packaging and shipping materials made from recycled materials, be recyclable, and be Styrofoam-free.

2.4 The Scope of Work shall include but is not limited to the following:

2.4.1 This RFP is intended to cover all labor, tools, equipment, materials, and any supervision necessary to provide complete printing and related services necessary to the County for the period of three (3) years with the option to renew on a year by year basis for a maximum of two (2) additional one year (1-year) periods.

2.4.2 Printing services are defined as those services, which are normally part of an in- house print shop and may include, but not be limited to the following:

- Cutting
- Collating
- Padding
- 3-hole punching
- Double-sided copies
- Folding
- Stapling
- Binding
- Saddle stitching

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

- Perforating
- Numbering
- Scoring

2.4.3 Photocopying, for the purpose of this RFP, is defined as the reproduction of printed materials using a xerographic-type machine to reproduce the image.

Some reproduction work required by the County falls into the photocopying category. Typical reproduction work needed by the County includes single and double-sided forms, flyers, and brochures in various sizes, including but not limited to, letter, legal, and 11" x 17" sizes. Recycled paper is desirable (but not mandatory) as long as the price is competitive, the brightness is 92 or greater, and the overall quality of the printed product is acceptable.

2.4.4 Two types of uncoated cover stock are typically used: AstroBrite 65# and Index 110#. Coated cover stock is not normally required for the jobs quoted on this request for bid.

2.4.5 Binding size definitions are as follows:

- Small = up to 1 inch thick
- Medium= 1 -1.5 inches thick
- Large = greater than 1.5 inches thick

2.4.6 The County has a need for offset type printing. Typical services required may include, but not be limited to:

- Typesetting
- Multiple color runs
- One and two-sided printing
- Cutting
- Folding
- Padding
- Form Numbering
- Graphic Design/Artwork

2.4.7 CONTRACTOR shall furnish all labor, supervision, methods and processes, implements, tools, machinery, equipment, transportation and materials to provide printing services, including, but not limited to:

1. Printing of one (1) to four (4) colors
2. Bindery services, such as collating, folding, stitching, die cutting, perforating, and perfect bind
3. Both half-tones and duo-tones
4. Pick-up and inside delivery
5. Proofs, if required
6. Price quotations prior to start of work
7. Changes up to forty-eight (48) hours prior to delivery

2.4.8 Placement of Orders - Selected CONTRACTOR(s) will be invited to quote on specific jobs throughout the contract term. Orders for specific jobs will be placed by each individual department, based upon quoted price and CONTRACTOR(s) ability and capacity to meet County's requirements.

2.4.9 Delivery- Unless otherwise specified, delivery (s) shall be to each requesting department within the County.

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

2.4.10 Job Samples – Examples of the type of services commonly required by the County are detailed in Attachment A.

2.4.11 CONTRACTOR's Qualifications - Successful CONTRACTORs will be expected to adequately stock all printing and bindery materials commonly used by the County, and to maintain masters of commonly used County forms, to ensure timely delivery of jobs to be produced on demand.

2.4.12 The County reserves the right to visit and inspect the CONTRACTOR's facilities at a mutually agreed upon time to ascertain that the CONTRACTOR has the necessary resources to provide the required services. The County shall be the sole judge in determining if CONTRACTOR is qualified to undertake the project pursuant to the criteria set forth herein.

2.4.13 CONTRACTOR shall have its own physical printing facilities where the services described in the bid specifications will be performed. Production of actual printing jobs shall be completed at the CONTRACTOR's facilities although bindery tasks may be subcontracted. CONTRACTORs shall list subcontractors on Bid Form.

2.4.14 CONTRACTOR shall provide three (3) commercial references for whom CONTRACTOR performed similar services of a similar scope in the past five (5) years. These services must have been provided for a minimum of one (1) year.

2.5 SPECIFICATION AND SERVICE PERFORMANCE STANDARDS:

2.5.1 Services to be provided Monday to Friday, 8AM to 5PM, except County Holidays.

2.5.2 Turnaround time for printing or copying jobs must be twenty-four (24) hours (1 business day) or less for all jobs. Some time-sensitive jobs requiring immediate turn-around. Failure to provide promised delivery times may be cause for termination of the Agreement.

2.5.3 CONTRACTOR should have the ability to receive, edit and enhance print jobs electronically from County in formats such as MS Office and Adobe applications and make minor formatting changes and/or corrections before printing. County may also provide complex booklets or brochures in Illustrator or InDesign.

2.5.4 CONTRACTOR should have the ability to offer pickup and delivery services to end users requiring it for free or for a fixed delivery fee (to be quoted on bid pricing sheets).

2.5.5 All copies produced must be of commercially accepted quality, for example: properly aligned, no fading, smearing, correct contrast and color, and packaged in a manner to protect the documents from damage in transit. CONTRACTOR mistakes or copies of unacceptable quality will be corrected immediately at no cost to the County.

2.5.6 CONTRACTOR will provide individual invoices for each printing job, showing sufficient detail to verify unit costs are in accordance with contract prices. Upon mutual agreement, invoices may be consolidated into monthly departmental billings, and/or paid by County Procurement Credit Card.

2.5.7 In the event CONTRACTOR requires a proof for their job, the proof is to be signed and authorized by the requesting County personnel. The requirement for a proof may be dependent upon size of job and complexity of job to be determined by County personnel. If a proof is required, County personnel will indicate name and department of person responsible for proof.

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

2.5.8 Successful CONTRACTOR must have (or must obtain) a Certified Business License prior to the commencement of any Agreement.

2.6 COUNTY RESPONSIBILITIES:

2.6.1 County staff will provide all relevant job information on the CONTRACTOR's job ticket forms if applicable, and provide the graphics and text (in hardcopy or electronic format) for their reprographic jobs.

2.6.2 County personnel may e-mail, fax or hand deliver any such forms if applicable, unless the job is being picked up by the CONTRACTOR, in which case the job ticket form if applicable will be included with the relevant materials to picked up.

3.0 PRICING AND BILLING

3.1 It is mutually understood and agreed by both parties that the County shall pay CONTRACTOR in accordance with the payment provisions set forth in **Section 28.0 Pricing**, subject to the limitations set forth in this Agreement.

3.1.1 Prices shall remain firm for the term of this Agreement.

3.1.2 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of this Agreement.

3.1.3 Rate changes are not binding unless mutually agreed upon in writing by the County and CONTRACTOR.

3.2 Prior to the start of each project, the County shall provide CONTRACTOR with a defined scope of services to be provided.

3.3 County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement. This Agreement is one of several contracts awarded pursuant RFP # 10961, and all of such contracts are subject to a maximum cumulative expenditure amongst all such contracts of $2,000,000 aggregate (not annual) over the potential five-year terms of all of the contracts.

3.4 Any discount offered by the CONTRACTOR must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later. In no case will a discount be considered that requires payment in less than 30 days.

3.5 CONTRACTOR shall levy no additional fees or surcharges of any kind during the term of this Agreement without first obtaining approval from County in writing.

3.6 Tax:

3.6.1 Pricing as per this AGREEMENT is inclusive of all applicable taxes.

3.6.2 County is registered with the Internal Revenue Service, San Francisco office, and registration number 94-6000524. The County is exempt from Federal Transportation Tax; an exemption certificate is not required where shipping documents show Monterey County as consignee.

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

3.7 Travel/Mileage

3.7.1 Any travel/mileage must be agreed upon and approved by the County in writing prior to services being performed.

3.7.2 Travel/mileage must adhere to the current rate per mile at the time of service as provide by the US General Services Administration. Rates are listed at: https://www.gsa.gov/travel/plan-book/transportation-airfare-pov-etc/privately-owned-vehicle-pov-mileage-reimbursement-rates

3.7.3 Travel/mileage fees must be listed as a line-item within the corresponding invoice for associated services.

3.7.3.1 Travel/mileage fees more than the US GSA rate at the time services are provided will not be processed. CONTRACTOR must correct the invoice containing the incorrect fee to adhere to the current GSA rates at the time of service prior to processing of invoice.

3.8 This is one of several agreements entered into pursuant to RFP #10827 and County shall allocate funds as needed.

4.0 TERM OF AGREEMENT

4.1 The term of the AGREEMENT(s) will be for a period of three (3) years from **April 1, 2026, to March 31, 2029**, with the option to extend the AGREEMENT for one (1) additional two (2) year periods, for a total not to exceed a maximum five-(5) year Agreement, unless sooner terminated pursuant to the terms of this Agreement.

4.1.1 County reserves the option to renew or extend this AGREEMENT.

4.1.2 County is not required to state a reason if it elects not to renew.

4.2 This Agreement is of no force or effect until signed by both CONTRACTOR and County with County singing last, and CONTRACTOR may not commence work before County signs this Agreement.

4.3 If County exercises its option to extend, all applicable parties shall mutually agree upon the extension, including any changes in rate and/or terms and conditions in writing.

4.3.1 CONTRACTOR must commence negotiations for any desired rate changes a minimum of ninety days (90) prior to the expiration of the AGREEMENT.

4.3.2 Both parties shall agree upon rate extension(s) or changes in writing.

4.3.3 CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

4.3.3.1 CONTRACTOR shall maintain all license and security requirements as set forth in Section 7.0.

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

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

5.0 INVOICES AND PURCHASE ORDERS

5.1 Invoices for all services rendered per this AGREEMENT shall be billed directly to the County department requesting services.

5.2 CONTRACTOR shall reference the RFP number on all invoices submitted to County. CONTRACTOR shall submit such invoices periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. County shall certify the invoice, either in the requested amount or in such other amount as County approves in conformity with this AGREEMENT and shall promptly submit such invoice to County Auditor-Controller for payment. County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

5.3 Invoicing by CONTRACTOR will clearly itemize the following:

5.3.1 The County Department receiving services,
5.3.2 The purchase order number under which the invoice is to be charged,
5.3.3 The services provided,
5.3.4 Dates of services,
5.3.5 An itemization of other reimbursable expenses approved by the County in writing, as applicable.

5.4 All County of Monterey Purchase Orders issued for the AGREEMENT are valid only during the fiscal year in which they are issued (the fiscal year is defined as July 1 through June 30).

5.5 Unauthorized Surcharges or Fees: Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by County.

6.0 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.

7.0 INSURANCE/SECURITY REQUIREMENTS

7.1 Evidence of Coverage:

7.1.1 Prior to commencement of an AGREEMENT, CONTRACTOR shall provide a

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

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

7.1.1.1 CONTRACTOR, prior to commencement of this AGREEMENT, shall provide to County, a "Certificate of Insurance" showing the coverages, limits and endorsements set forth below for all CONTRACTOR'S SUBCONTRACTORS certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate.

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

7.1.2.1 CONTRACTOR SHALL PROVIDE TO COUNTY ANNUALLY A CURRENT COPY OF ALL CONTRACTOR'S SUBCONTRACTOR CERTIFICATE OF INSURANCE WITHIN 15 DAYS OF EXPIRATION OF CERTIFICATE.

7.1.2.2 CONTRACTOR SHALL PROVIDE TO COUNTY A CURRENT COPY OF ALL CONTRACTOR'S SUBCONTRACTOR CERTIFICATES OF INSURANCE WITHIN 15 DAYS OF CHANGE.

7.2 Qualifying Insurers:

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

7.3 Insurance Coverage Requirements:

7.3.1 Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of an AGREEMENT a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence, and $2,000,000 in aggregate.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Auto Liability Coverage: must include all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

(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 an 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 while rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, CONTRACTOR shall, upon the expiration or earlier termination of an 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 an AGREEMENT.
(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

7.4 Other Insurance Requirements:

7.4.1 All insurance required by an AGREEMENT shall be with a company acceptable to County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by an 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 an AGREEMENT.

7.4.2 Each liability policy shall provide that County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractor.

7.4.3 Additional Insured Status
The County of Monterey, its officers, officials, employees, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage
For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Waiver of Subrogation
CONTRACTOR hereby grants to County a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the County by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

7.4.4 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.

7.5 Security Requirements

7.5.1 CONTRACTOR shall ensure it holds the insurance and required licenses under both, State and local jurisdictions and they remain current during the full term of the AGREEMENT.

7.5.2 CONTRACTOR is required to ensure that all services, costs, and materials must, at minimum, meet the specifications for State of California, California State Contractors License Board, and CAL/OSHA regulations, as applicable.

7.5.3 CONTRACTOR shall be required to submit appropriate State and Federal level criminal

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

background clearance(s) for all personnel required to work within County facilities that are deemed restricted or high security, including but not limited to, Sheriff facilities and facilities where children, elderly, and dependent adults are present.

7.5.3.1 A California licensed Investigator must perform the required State and Federal level criminal background check(s) which must then be submitted to the County prior to the personnel being allowed to work within such County facilities.

7.5.3.1.1 Some County facilities require, California Law Enforcement Telecommunications System (CLETS) clearance.

7.5.3.2 Criminal background checks will be accepted from CONTRACTOR if: performed within the last five (5) years background check was performed as set forth in this Section 7.0.

7.5.3.3 The required background checks SHALL be completed prior to allowing the personnel to work within any of the Sheriff's facilities.

7.5.3.4 CONTRACTOR is responsible for the cost of the State level criminal background Checks.

8.0 RECORDS AND CONFIDENTIALITY

8.1 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.

8.2 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.

8.3 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 reciept of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

8.4 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

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

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 Revised 01/26/2026 6 of 11 Agreement ID: to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

8.5 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

8.6 Format of Deliverables: For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: https://webstandards.ca.gov/accessibility/.

9.0 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), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

10.0 PERFORMANCE STANDARDS

10.1 Independent Contractor: CONTRACTOR shall be an independent contractor and shall not be an employee of Monterey County, nor immediate family of an employee of County. CONTRACTOR shall be responsible for all insurance (General Liability, Automobile, Workers' Compensation, unemployment, etc.) and all payroll-related taxes. Neither CONTRACTOR nor CONTACTOR's employees shall be entitled to any employee benefits from Monterey County. CONTRACTOR shall control the manner and means of accomplishing the result contracted for herein.

10.2 Minimum Work Performance Percentage: CONTRACTOR shall perform with its own organization contract work amounting to not less than 50 percent of the original total AGREEMENT amount, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

'Specialty Items' so performed may be deducted from the original total AGREEMENT amount before computing the amount of work required to be performed by CONTRACTOR with its own organization or per a consortium.

10.3 Non-Assignment: CONTRACTOR shall not assign this Agreement, or the work required herein without the prior written consent of County.

10.4 Any subcontractor shall comply with all of County of Monterey requirements, including insurance and indemnification requirements as detailed in this AGREEMENT.

11.0 CONFLICT OF INTEREST

CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this AGREEMENT. Without limitation, CONTRACTOR represents to and agrees with COUNTY that CONTRACTOR has no present, and will have no future, conflict of interest between providing COUNTY services hereunder and any other person or entity (including but not limited to any federal or state environmental or regulatory agency) which has any interest adverse or potentially adverse to COUNTY, as determined in the reasonable judgment of the Board of Supervisors of COUNTY.

12.0 COMPLIANCE WITH APPLICABLE LAWS

12.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices require by law in the performance of the Services.

12.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

12.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

13.0 PREVAILING WAGE

Under Labor Code sections 1720 et seq., a contract for Electrician services may be considered a public work. If applicable, CONTRACTOR shall comply with provisions of the Labor Code (sections 1720, et seq.) governing public works, including payment of prevailing wages, payroll records and employment of apprentices. Copies of the determination of the general prevailing rate of per diem wages are available to interested parties at: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm.

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

14.0 BACKGROUND CHECKS

14.1 CONTRACTOR shall be required to submit appropriate State level criminal background clearance(s) for all personnel required to work within County facilities that are deemed restricted or high security, including but not limited to the Monterey County Sheriff's Office, Probation Department, 911 Center, and District Attorney's Office.

14.1.1 A California licensed Investigator must perform the required State level criminal background check(s) which must then be submitted to County prior to the personnel being allowed to work within such County facilities.

14.1.2 CONTRACTOR is responsible for the cost of the State level criminal background check(s).

14.1.3 EXCEPTION: Personnel who are designated to provide services at any of the Sheriff's facilities are required to undergo fingerprinting and background checks through the Sheriff's main office, at no cost to CONTRACTOR.

14.2 The required background checks SHALL be completed prior to allowing the personnel to work within any of the limited access facilities.

15.0 TIME OF ESSENCE

Time is of the essence in respect to all provisions of this AGREEMENT that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this AGREEMENT.

16.0 PERFORMANCE ASSURANCE AND WAIVER OF BREACH

16.1 Assurance of Performance: If at any time County believes CONTRACTOR may not be adequately performing its obligations under this AGREEMENT or that CONTRACTOR may fail to complete the Services as required by this AGREEMENT, County may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this AGREEMENT. If County accepts the plan it shall issue a signed waiver.

16.1.1 Waiver: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this AGREEMENT shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

17.0 RIGHTS AND REMEDIES OF THE COUNTY FOR DEFAULT

In the case of default by CONTRACTOR, County may procure the articles or services from other sources and may recover the loss occasioned thereby from any unpaid balance due to CONTRACTOR or by proceeding against any performance bond of CONTRACTOR, if any, or by suit against CONTRACTOR. The prices paid by County shall be considered the prevailing market price at the time such purchase(s) may be made. Inspections of service or offers for service that do not meet specifications shall be made at the expense of CONTRACTOR.

18.0 WARRANTY BY CONTRACTOR

CONTRACTOR shall fully warrant all materials, equipment, and service against poor and inferior quality or workmanship for a period of not less than one (1) year from date of final acceptance by the COUNTY. CONTRACTOR shall repair or replace any inoperable materials or equipment in a timely manner during warranty period.

19.0 ACCESSIBILITY

CONTRACTOR shall inform himself/herself/itself regarding any peculiarities and limitations of the spaces available for the installation of all work and materials furnished and installed under the AGREEMENT. CONTRACTOR shall exercise due and particular caution to determine that all parts of CONTRACTORs work are made quickly and easily accessible.

20.0 CLEANUP

20.1 Cleanup: During performance and completion of work on this project CONTRACTOR shall remove all unused equipment and instruments of service, all excess or unsuitable material, trash, rubbish and debris, and legally dispose of same. CONTRACTOR shall leave entire area in a neat, clean and acceptable condition as approved by County.

20.2 Waste Removal: Once the collection of waste materials has commenced, CONTRACTOR has exercised control of and taken possession of the waste, and the assumption of risk and liability is solely with CONTRACTOR. County shall not take responsibility for the accidental or purposeful discharge or release of any waste material.

21.0 DAMAGES

CONTRACTOR shall be held responsible for any breakage, loss of County's equipment or supplies through negligence of CONTRACTOR or any employee of the CONTRACTOR while working on County's premises. CONTRACTOR shall be responsible for restoring/replacing any equipment, facilities, etc. so damaged. CONTRACTOR shall immediately report to County any damages to the premises resulting from services performed under this AGREEMENT.

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

22.0 FORCE MAJEURE

22.1 "Force Majeure" means any cause beyond the reasonable control of a party, including but not limited to acts of God, civil or military disruption, fire, strike, flood, riot, war, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.

22.2 If any party hereto is delayed or prevented from fulfilling its obligations under this AGREEMENT by Force Majeure, said party will not be liable under this AGREEMENT for said delay or failure, nor for damages or injuries resulting directly from the inability to perform scheduled work due to Force Majeure.

22.3 CONTRACTOR shall be granted an automatic extension of time commensurate with any delay in performing scheduled work arising from Force Majeure. CONTRACTOR agrees to resume such work within three (3) days after the Force Majeure has subsided enough to do so.

23.0 NOTICES

Notices required to be given to the respective parties under this AGREEMENT shall be deemed given by any of the following means: (1) when personally delivered to County's contract administrator or to CONTRACTOR'S responsible officer; (2) when personally delivered to the party's principle place of business during normal business hours, by leaving notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by FAX machine to the other party, at the party's FAX number specified pursuant to this AGREEMENT, provided that the party giving notice by FAX must promptly confirm receipt of the FAX by telephone to the receiving party's office; or, (4) three (3) days after the notice is deposited in the U. S. mail with first class or better postage fully prepaid, addressed to the party as indicated below.

Notices mailed or faxed to the parties shall be addressed as follows:

TO COUNTY:
County of Monterey Contracts & Procurement Office
1488 Schilling Place Salinas, CA 93901
Tel. No.: (831) 755-4990 Fax No.: (831) 755-4969

TO CONTRACTOR:
Central Valley Business Forms, Inc. DBA Central Valley Business Forms
Gary Amon, President/CEO
7500 W. Sunnyview Ave, Visalia, CA 93291
Tel. No.: (559) 651-3595x128, Fax No. (559)651-3598.
Gary@cvbf.com

24.0 LEGAL DISPUTES

24.1 CONTRACTOR agrees that this AGREEMENT and any dispute arising from the relationship between the parties to this AGREEMENT, shall be governed and interpreted by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

24.2 Any dispute that arises under or relates to this AGREEMENT (whether contract, tort, or both) shall be resolved in the Superior Court of California in Monterey County, California.

24.3 CONTRACTOR shall continue to perform under this AGREEMENT during any dispute.

24.4 The parties agree to waive their separate rights to a trial by jury. This waiver means that the trial will be before a judge.

25.0 HAZARDOUS MATERIALS

HAZARDOUS MATERIALS: Transportation of any hazardous materials to County must be done so in conformance with Superfund Amendments and Reauthorization Act Title 3 as amended. Appropriate documentation must be provided in a Material Safety Data Sheet (MSDS) and other documentation as necessary relating to the traits, characteristics, and pervasive properties of any hazardous materials shipped to the County of Monterey. The shipper understands that County shall not accept any shipment of hazardous materials without complete documentation and safety information as required by law. County shall not take responsibility for the accidental or purposeful discharge or release of any hazardous material. County does not take responsibility for the improper packaging and/or transportation of any hazardous materials ordered by County while in transit or storage prior to service and acceptance by County. (ONLY IF NEEDED)

26.0 PROTECTION OF PUBLIC

CONTRACTOR shall provide adequate warning devices, barricades, guards, flagmen, or other necessary precautions shall be taken by CONTRACTOR to give advice and reasonable protection, safety and warning to persons and vehicular traffic concerned in the area(s) affected by this AGREEMENT.
(ONLY IF NEEDED)

27.0 CONSENT TO USE OF ELECTRONIC SIGNATURES

27.1 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et. seq, California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq*. Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

27.2 **Counterparts**.

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

27.3 **Form: Delivery by E-Mail or Facsimile**.

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

Executed counterparts of this Agreement may be delivered by facsimile transmission by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect if the manually signed counterpart or counterparts had been delivered to the other party in person

28.0 PRICING

PRICING PAGE

RFP 10961 PRINT SHOP AND COPY RELATED SERVICES

COMPANY NAME:

The undersigned CONTRACTOR hereby offers to perform services in strict compliance with the specifications, terms and conditions set forth in this bid invitation.

CONTRACTOR SHALL SUBMIT PRICING FOR THE SAMPLES LISTED BELOW IN ACCORDANCE TO ATTACHEMENT - A. COUNTY SHALL UTILIZE THE SAMPLES BELOW DURING THE SELECTION PROCESSES.

CONTRACTOR SHALL PROVIDE THE COUNTY WITH A COMPLETE PRICE LIST FOR ALL SERVICES RENDERED BY THE CONTRACTOR.

Job # 1 Newsletters

Description	# of Days	Bid Price	Description	# of Days	Bid Price
Standard Lead Time	See Attachment C		Rush Lead Time	2-3 DAYS	+25%

Job #2 County Letter Head

Description	# of Days	Bid Price	Description	# of Days	Bid Price
Standard Lead Time	See Attachment C		Rush Lead Time	4-5 DAYS	+25%

Job #3 Annual Budget Book

Description	# of Days	Bid Price	Description	# of Days	Bid Price
Standard Lead Time	5-7	$2550.00 inc delivery	Rush Lead Time	4-5 DAYS	+25%

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

Job #4 Board of Supervisors Agenda Packet

Description	# of Days	Bid Price	Description	# of Days	Bid Price
Standard Lead Time	3	$435.00 inc delivery	Rush Lead Time	2 DAYS	+25%

Job #5 NCR Forms

Description	# of Days	Bid Price	Description	# of Days	Bid Price
Standard Lead Time	See Attachment		Rush Lead Time	2-3 DAYS	+25%

ATTACHMENT C: PRICING SHEET

Job #1 Newsletter	# of days	Bid Price
12 Page Self Cover	3-5 days	$3275.00
24 Page Self Cover	3-5 days	$4790.00
Price Include delivery		
Job #2 County Letterhead	5-7 days	$1960.00
White Cotton Bond 25% Cotton		
*No Watermark		
Alternate Stock	5-7 days	$1380.00
White 70# offset		
*Price includes delivery		
Job #5 NCR Forms		
2 Part Forms	5-7 days	$375.00
3 Part Forms	5-7 days	$545.00
4 Part Forms	5-7 days	$735.00
*Price Includes Delivery		

--End of Section 28 Pricing--

Prepared by Gonzalo Chitty, Deputy Contracts and Procurement Officer I
*Final_20260130_* Angelica Ruelas, Senior Deputy Contracts and Procurement Officer

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

29.0 SIGNATURE PAGE

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

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer
Date: _____

By:
Department Head (if applicable)
Date: _____

By:
Board of Supervisors (if applicable)
Date: _____

Approved as to Form
Office of the County Counsel-Susan K Blitch, County Counsel.

By: DocuSigned by: Shane Eben Strong 0024504F3830430... (DocuSigned)
County Counsel
Date: 2/26/2026 | 8:11 AM PST

Approved as to Fiscal Provisions

By: DocuSigned by: Andrew Valentine 25834C99491E449... (DocuSigned)
Auditor/Controller
Date: 2/27/2026 | 4:10 PM PST

Approved as to Liability Provisions
Office of the County Counsel-Risk Management

By: _____
David Bolton Risk Manager
Date: _____

CONTRACTOR

CENTRAL VALLEY BUSINESS FORMS, INC. DBA CENTRAL VALLEY BUSINESS FORMS

By: DocuSigned by: Gary Amon 61A85939AEBE41A... (DocuSigned)
(Signature of Chair, President, or Vice-President) *
GARY AMON, PRESIDENT
Date: 2/20/2026 | 1:30 PM PST

By: DocuSigned by: david amon 188CB80DB22A411... (DocuSigned)
Date: 2/20/2026 | 1:43 PM PST

(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasure) *
DAVID AMON, CFO
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 (California Corporations Code, §313). If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member, or 2) two (2) managers (Corporations Code, §17703.01, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership (Corporations Code, §§16301 and 15904.02). If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign.

[1] Approval by the Office of the County Counsel is required.

[2] Approval by Auditor-Controller is required.

[3] Review by Risk Management is necessary only if changes are made in the Indemnification or Insurance paragraphs.

Prepared by Gonzalo Chitty, Deputy Contracts and Procurement Officer I
*Final_20260130_* Angelica Ruelas, Senior Deputy Contracts and Procurement Officer

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

COUNTYWIDE SERVICE AGREEMENT BETWEEN COUNTY OF MONTEREY AND Advantage Mailing, LLC DBA Casey Printing RFP 10961-COUNTYWIDE PRINT SHOP AND COPY RELATED SERVICES

This AGREEMENT is made and entered into by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County", and Advantage Mailing, LLC DBA Casey Printing hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, County has invited proposals through the Request for Proposals (RFP 10961) to provide on-call Countywide Print Shop and Copy Related Services for the County of Monterey, in accordance with the specifications set forth in this AGREEMENT; and

WHEREAS, CONTRACTOR has submitted a responsive and responsible proposal to perform such services; and

WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.

NOW THEREFORE, County and CONTRACTOR, for the consideration hereinafter named, agree as follows:

1.0 PERFORMANCE OF THE AGREEMENT

1.1 After consideration and evaluation of the CONTRACTOR's proposal, the County hereby engages CONTRACTOR to provide the services set forth in this AGREEMENT on the terms and conditions contained herein**.** The intent of this AGREEMENT is to summarize the contractual obligations of the parties. This AGREEMENT is based on the following supporting documents:

AGREEMENT
DATED, 4/1/2026, including all attachments and exhibits, and
CONTRACTOR's Proposal dated 9/18/25.

1.2 These documents are on file with the Contracts & Procurement Office.

1.3 All of the above-referenced documents are intended to be complementary. Work required by one of the above-referenced documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order: AGREEMENT, CONTRACTOR's Proposal, including all attachments and exhibits.

1.4 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.

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

1.5 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.

1.5.1 CONTRACTOR must maintain all licenses throughout the term of the AGREEMENT.

1.6 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this AGREEMENT, except as otherwise specified in this AGREEMENT. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this AGREEMENT.

2.0 SCOPE OF WORK/SERVICE

2.1 The SCOPE OF WORK includes, but is not limited to the following:

2.2 CONTRACTOR Minimum Work Performance Percentage: CONTRACTOR shall perform with his own organization contract work amounting to not less than 50 percent (50%) of the original total contract price, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT price before computing the amount of work required to be performed by CONTRACTOR with its organization.

2.3 In Compliance with the County's approved Climate-Friendly Purchasing Policy (policy is located online at http://www.co.monterey.ca.us/government/departments-a-h/administrative-office/contracts-purchasing/procurement-related-policies. Contractor shall be required to provide at a minimum the following:

2.3.1 Packaging and shipping materials made from recycled materials, be recyclable, and be Styrofoam-free.

2.4 The Scope of Work shall include but is not limited to the following:

2.4.1 This RFP is intended to cover all labor, tools, equipment, materials, and any supervision necessary to provide complete printing and related services necessary to the County for the period of three (3) years with the option to renew on a year by year basis for a maximum of two (2) additional one year (1-year) periods.

2.4.2 Printing services are defined as those services, which are normally part of an in- house print shop and may include, but not be limited to the following:

- Cutting
- Collating
- Padding
- 3-hole punching
- Double-sided copies
- Folding
- Stapling
- Binding
- Saddle stitching
- Perforating
- Numbering
- Scoring

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

2.4.3 Photocopying, for the purpose of this RFP, is defined as the reproduction of printed materials using a xerographic-type machine to reproduce the image.

Some reproduction work required by the County falls into the photocopying category. Typical reproduction work needed by the County includes single and double-sided forms, flyers, and brochures in various sizes, including but not limited to, letter, legal, and 11" x 17" sizes. Recycled paper is desirable (but not mandatory) as long as the price is competitive, the brightness is 92 or greater, and the overall quality of the printed product is acceptable.

2.4.4 Two types of uncoated cover stock are typically used: AstroBrite 65# and Index 110#. Coated cover stock is not normally required for the jobs quoted on this request for bid.

2.4.5 Binding size definitions are as follows:

- Small = up to 1 inch thick
- Medium= 1 -1.5 inches thick
- Large = greater than 1.5 inches thick

2.4.6 The County has a need for offset type printing. Typical services required may include, but not be limited to:

- Typesetting
- Multiple color runs
- One and two-sided printing
- Cutting
- Folding
- Padding
- Form Numbering
- Graphic Design/Artwork

2.4.7 CONTRACTOR shall furnish all labor, supervision, methods and processes, implements, tools, machinery, equipment, transportation and materials to provide printing services, including, but not limited to:

1. Printing of one (1) to four (4) colors
2. Bindery services, such as collating, folding, stitching, die cutting, perforating, and perfect bind
3. Both half-tones and duo-tones
4. Pick-up and inside delivery
5. Proofs, if required
6. Price quotations prior to start of work
7. Changes up to forty-eight (48) hours prior to delivery

2.4.8 Placement of Orders - Selected CONTRACTOR(s) will be invited to quote on specific jobs throughout the contract term. Orders for specific jobs will be placed by each individual department, based upon quoted price and CONTRACTOR(s) ability and capacity to meet County's requirements.

2.4.9 Delivery- Unless otherwise specified, delivery (s) shall be to each requesting department within the County.

2.4.10 Job Samples – Examples of the type of services commonly required by the County are detailed in Attachment A.

2.4.11 CONTRACTOR's Qualifications - Successful CONTRACTORs will be expected to adequately stock all printing and bindery materials commonly used by the County, and to maintain masters of commonly used County forms, to ensure timely delivery of jobs to be produced on demand.

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

2.4.12 The County reserves the right to visit and inspect the CONTRACTOR's facilities at a mutually agreed upon time to ascertain that the CONTRACTOR has the necessary resources to provide the required services. The County shall be the sole judge in determining if CONTRACTOR is qualified to undertake the project pursuant to the criteria set forth herein.

2.4.13 CONTRACTOR shall have its own physical printing facilities where the services described in the bid specifications will be performed. Production of actual printing jobs shall be completed at the CONTRACTOR's facilities although bindery tasks may be subcontracted. CONTRACTORs shall list subcontractors on Bid Form.

2.4.14 CONTRACTOR shall provide three (3) commercial references for whom CONTRACTOR performed similar services of a similar scope in the past five (5) years. These services must have been provided for a minimum of one (1) year.

2.5 SPECIFICATION AND SERVICE PERFORMANCE STANDARDS:

2.5.1 Services to be provided Monday to Friday, 8AM to 5PM, except County Holidays.

2.5.2 Turnaround time for printing or copying jobs must be twenty-four (24) hours (1 business day) or less for all jobs. Some time-sensitive jobs requiring immediate turn-around. Failure to provide promised delivery times may be cause for termination of the Agreement.

2.5.3 CONTRACTOR should have the ability to receive, edit and enhance print jobs electronically from County in formats such as MS Office and Adobe applications and make minor formatting changes and/or corrections before printing. County may also provide complex booklets or brochures in Illustrator or InDesign.

2.5.4 CONTRACTOR should have the ability to offer pickup and delivery services to end users requiring it for free or for a fixed delivery fee (to be quoted on bid pricing sheets).

2.5.5 All copies produced must be of commercially accepted quality, for example: properly aligned, no fading, smearing, correct contrast and color, and packaged in a manner to protect the documents from damage in transit. CONTRACTOR mistakes or copies of unacceptable quality will be corrected immediately at no cost to the County.

2.5.6 CONTRACTOR will provide individual invoices for each printing job, showing sufficient detail to verify unit costs are in accordance with contract prices. Upon mutual agreement, invoices may be consolidated into monthly departmental billings, and/or paid by County Procurement Credit Card.

2.5.7 In the event CONTRACTOR requires a proof for their job, the proof is to be signed and authorized by the requesting County personnel. The requirement for a proof may be dependent upon size of job and complexity of job to be determined by County personnel. If a proof is required, County personnel will indicate name and department of person responsible for proof.

2.5.8 Successful CONTRACTOR must have (or must obtain) a Certified Business License prior to the commencement of any Agreement.

2.6 COUNTY RESPONSIBILITIES:

2.6.1 County staff will provide all relevant job information on the CONTRACTOR's job ticket forms if applicable, and provide the graphics and text (in hardcopy or electronic format) for their reprographic jobs.

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

2.6.2 County personnel may e-mail, fax or hand deliver any such forms if applicable, unless the job is being picked up by the CONTRACTOR, in which case the job ticket form if applicable will be included with the relevant materials to picked up.

3.0 PRICING AND BILLING

3.1 It is mutually understood and agreed by both parties that the County shall pay CONTRACTOR in accordance with the payment provisions set forth in **Section 28.0 Pricing**, subject to the limitations set forth in this Agreement.

3.1.1 Prices shall remain firm for the term of this Agreement.

3.1.2 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of this Agreement.

3.1.3 Rate changes are not binding unless mutually agreed upon in writing by the County and CONTRACTOR.

3.2 Prior to the start of each project, the County shall provide CONTRACTOR with a defined scope of services to be provided.

3.3 County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement. This Agreement is one of several contracts awarded pursuant RFP # 10961, and all of such contracts are subject to a maximum cumulative expenditure amongst all such contracts of $2,000,000 aggregate (not annual) over the potential five-year terms of all of the contracts.

3.4 Any discount offered by the CONTRACTOR must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later. In no case will a discount be considered that requires payment in less than 30 days.

3.5 CONTRACTOR shall levy no additional fees or surcharges of any kind during the term of this Agreement without first obtaining approval from County in writing.

3.6 Tax:

3.6.1 Pricing as per this AGREEMENT is inclusive of all applicable taxes.

3.6.2 County is registered with the Internal Revenue Service, San Francisco office, and registration number 94-6000524. The County is exempt from Federal Transportation Tax; an exemption certificate is not required where shipping documents show Monterey County as consignee.

3.7 Travel/Mileage

3.7.1 Any travel/mileage must be agreed upon and approved by the County in writing prior to services being performed.

3.7.2 Travel/mileage must adhere to the current rate per mile at the time of service as provide by the US General Services Administration. Rates are listed at: https://www.gsa.gov/travel/plan-book/transportation-airfare-pov-etc/privately-owned-vehicle-pov-mileage-reimbursement-rates

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

3.7.3 Travel/mileage fees must be listed as a line-item within the corresponding invoice for associated services.

3.7.3.1 Travel/mileage fees more than the US GSA rate at the time services are provided will not be processed. CONTRACTOR must correct the invoice containing the incorrect fee to adhere to the current GSA rates at the time of service prior to processing of invoice.

3.8 This is one of several agreements entered into pursuant to RFP #10827 and County shall allocate funds as needed.

4.0 TERM OF AGREEMENT

4.1 The term of the AGREEMENT(s) will be for a period of three (3) years from **April 1, 2026, to March 31, 2029**, with the option to extend the AGREEMENT for one (1) additional two (2) year periods, for a total not to exceed a maximum five-(5) year Agreement, unless sooner terminated pursuant to the terms of this Agreement.

4.1.1 County reserves the option to renew or extend this AGREEMENT.

4.1.2 County is not required to state a reason if it elects not to renew.

4.2 This Agreement is of no force or effect until signed by both CONTRACTOR and County with County singing last, and CONTRACTOR may not commence work before County signs this Agreement.

4.3 If County exercises its option to extend, all applicable parties shall mutually agree upon the extension, including any changes in rate and/or terms and conditions in writing.

4.3.1 CONTRACTOR must commence negotiations for any desired rate changes a minimum of ninety days (90) prior to the expiration of the AGREEMENT.

4.3.2 Both parties shall agree upon rate extension(s) or changes in writing.

4.3.3 CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

4.3.3.1 CONTRACTOR shall maintain all license and security requirements as set forth in Section 7.0.

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

5.0 INVOICES AND PURCHASE ORDERS

5.1 Invoices for all services rendered per this AGREEMENT shall be billed directly to the County department requesting services.

5.2 CONTRACTOR shall reference the RFP number on all invoices submitted to County. CONTRACTOR shall submit such invoices periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

information pertinent to the invoice. County shall certify the invoice, either in the requested amount or in such other amount as County approves in conformity with this AGREEMENT and shall promptly submit such invoice to County Auditor-Controller for payment. County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

5.3 Invoicing by CONTRACTOR will clearly itemize the following:

5.3.1 The County Department receiving services,
5.3.2 The purchase order number under which the invoice is to be charged,
5.3.3 The services provided,
5.3.4 Dates of services,
5.3.5 An itemization of other reimbursable expenses approved by the County in writing, as applicable.

5.4 All County of Monterey Purchase Orders issued for the AGREEMENT are valid only during the fiscal year in which they are issued (the fiscal year is defined as July 1 through June 30).

5.5 Unauthorized Surcharges or Fees: Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by County.

6.0 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.

7.0 INSURANCE/SECURITY REQUIREMENTS

7.1 Evidence of Coverage:

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

7.1.1.1 CONTRACTOR, prior to commencement of this AGREEMENT, shall provide to County, a "Certificate of Insurance" showing the coverages, limits and endorsements set forth below for all CONTRACTOR'S SUBCONTRACTORS certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate.

7.1.2 This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. CONTRACTOR shall not receive a

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

"Notice to Proceed" with the work under an AGREEMENT until it has obtained all insurance required and such, insurance has been approved by County. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.

7.1.2.1 CONTRACTOR SHALL PROVIDE TO COUNTY ANNUALLY A CURRENT COPY OF ALL CONTRACTOR'S SUBCONTRACTOR CERTIFICATE OF INSURANCE WITHIN 15 DAYS OF EXPIRATION OF CERTIFICATE.

7.1.2.2 CONTRACTOR SHALL PROVIDE TO COUNTY A CURRENT COPY OF ALL CONTRACTOR'S SUBCONTRACTOR CERTIFICATES OF INSURANCE WITHIN 15 DAYS OF CHANGE.

7.2 Qualifying Insurers:

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

7.3 Insurance Coverage Requirements:

7.3.1 Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of an AGREEMENT a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence, and $2,000,000 in aggregate.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Auto Liability Coverage: must include all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of an 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

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

cover liability for malpractice or errors or omissions made while rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, CONTRACTOR shall, upon the expiration or earlier termination of an 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 an AGREEMENT.
(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

7.4 Other Insurance Requirements:

7.4.1 All insurance required by an AGREEMENT shall be with a company acceptable to County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by an 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 an AGREEMENT.

7.4.2 Each liability policy shall provide that County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractor.

7.4.3 Additional Insured Status
The County of Monterey, its officers, officials, employees, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage
For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

Waiver of Subrogation
CONTRACTOR hereby grants to County a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the County by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

7.4.4 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.

7.5 Security Requirements

7.5.1 CONTRACTOR shall ensure it holds the insurance and required licenses under both, State and local jurisdictions and they remain current during the full term of the AGREEMENT.

7.5.2 CONTRACTOR is required to ensure that all services, costs, and materials must, at minimum, meet the specifications for State of California, California State Contractors License Board, and CAL/OSHA regulations, as applicable.

7.5.3 CONTRACTOR shall be required to submit appropriate State and Federal level criminal background clearance(s) for all personnel required to work within County facilities that are deemed restricted or high security, including but not limited to, Sheriff facilities and facilities where children, elderly, and dependent adults are present.

7.5.3.1 A California licensed Investigator must perform the required State and Federal level criminal background check(s) which must then be submitted to the County prior to the personnel being allowed to work within such County facilities.

7.5.3.1.1 Some County facilities require, California Law Enforcement Telecommunications System (CLETS) clearance.

7.5.3.2 Criminal background checks will be accepted from CONTRACTOR if: performed within the last five (5) years background check was performed as set forth in this Section 7.0.

7.5.3.3 The required background checks SHALL be completed prior to allowing the

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

personnel to work within any of the Sheriff's facilities.

7.5.3.4 CONTRACTOR is responsible for the cost of the State level criminal background Checks.

8.0 RECORDS AND CONFIDENTIALITY

8.1 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.

8.2 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.

8.3 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.

8.4 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 Revised 01/26/2026 6 of 11 Agreement ID: to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

8.5 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

8.6 Format of Deliverables: For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files,

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: https://webstandards.ca.gov/accessibility/.

9.0 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), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

10.0 PERFORMANCE STANDARDS

10.1 Independent Contractor: CONTRACTOR shall be an independent contractor and shall not be an employee of Monterey County, nor immediate family of an employee of County. CONTRACTOR shall be responsible for all insurance (General Liability, Automobile, Workers' Compensation, unemployment, etc.) and all payroll-related taxes. Neither CONTRACTOR nor CONTACTOR's employees shall be entitled to any employee benefits from Monterey County. CONTRACTOR shall control the manner and means of accomplishing the result contracted for herein.

10.2 Minimum Work Performance Percentage: CONTRACTOR shall perform with its own organization contract work amounting to not less than 50 percent of the original total AGREEMENT amount, 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 amount before computing the amount of work required to be performed by CONTRACTOR with its own organization or per a consortium.

10.3 Non-Assignment: CONTRACTOR shall not assign this Agreement, or the work required herein without the prior written consent of County.

10.4 Any subcontractor shall comply with all of County of Monterey requirements, including insurance and indemnification requirements as detailed in this AGREEMENT.

11.0 CONFLICT OF INTEREST

CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this AGREEMENT. Without limitation, CONTRACTOR represents to and agrees with COUNTY that CONTRACTOR has no present, and will have no future, conflict of interest between providing COUNTY services hereunder and any other person or entity (including but not limited to any federal or state environmental or regulatory agency) which

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

has any interest adverse or potentially adverse to COUNTY, as determined in the reasonable judgment of the Board of Supervisors of COUNTY.

12.0 COMPLIANCE WITH APPLICABLE LAWS

12.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices require by law in the performance of the Services.

12.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

12.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

13.0 PREVAILING WAGE

Under Labor Code sections 1720 et seq., a contract for Electrician services may be considered a public work. If applicable, CONTRACTOR shall comply with provisions of the Labor Code (sections 1720, et seq.) governing public works, including payment of prevailing wages, payroll records and employment of apprentices. Copies of the determination of the general prevailing rate of per diem wages are available to interested parties at: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm.

14.0 BACKGROUND CHECKS

14.1 CONTRACTOR shall be required to submit appropriate State level criminal background clearance(s) for all personnel required to work within County facilities that are deemed restricted or high security, including but not limited to the Monterey County Sheriff's Office, Probation Department, 911 Center, and District Attorney's Office.

14.1.1 A California licensed Investigator must perform the required State level criminal background check(s) which must then be submitted to County prior to the personnel being allowed to work within such County facilities.

14.1.2 CONTRACTOR is responsible for the cost of the State level criminal background check(s).

14.1.3 EXCEPTION: Personnel who are designated to provide services at any of the Sheriff's facilities are required to undergo fingerprinting and background checks through the Sheriff's main office, at no cost to CONTRACTOR.

14.2 The required background checks SHALL be completed prior to allowing the personnel to work within any of the limited access facilities.

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

15.0 TIME OF ESSENCE

Time is of the essence in respect to all provisions of this AGREEMENT that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this AGREEMENT.

16.0 PERFORMANCE ASSURANCE AND WAIVER OF BREACH

16.1 Assurance of Performance: If at any time County believes CONTRACTOR may not be adequately performing its obligations under this AGREEMENT or that CONTRACTOR may fail to complete the Services as required by this AGREEMENT, County may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this AGREEMENT. If County accepts the plan it shall issue a signed waiver.

16.1.1 Waiver: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this AGREEMENT shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

17.0 RIGHTS AND REMEDIES OF THE COUNTY FOR DEFAULT

In the case of default by CONTRACTOR, County may procure the articles or services from other sources and may recover the loss occasioned thereby from any unpaid balance due to CONTRACTOR or by proceeding against any performance bond of CONTRACTOR, if any, or by suit against CONTRACTOR. The prices paid by County shall be considered the prevailing market price at the time such purchase(s) may be made. Inspections of service or offers for service that do not meet specifications shall be made at the expense of CONTRACTOR.

18.0 WARRANTY BY CONTRACTOR

CONTRACTOR shall fully warrant all materials, equipment, and service against poor and inferior quality or workmanship for a period of not less than one (1) year from date of final acceptance by the COUNTY. CONTRACTOR shall repair or replace any inoperable materials or equipment in a timely manner during warranty period.

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

19.0 ACCESSIBILITY

CONTRACTOR shall inform himself/herself/itself regarding any peculiarities and limitations of the spaces available for the installation of all work and materials furnished and installed under the AGREEMENT. CONTRACTOR shall exercise due and particular caution to determine that all parts of CONTRACTORs work are made quickly and easily accessible.

20.0 CLEANUP

20.1 Cleanup: During performance and completion of work on this project CONTRACTOR shall remove all unused equipment and instruments of service, all excess or unsuitable material, trash, rubbish and debris, and legally dispose of same. CONTRACTOR shall leave entire area in a neat, clean and acceptable condition as approved by County.

20.2 Waste Removal: Once the collection of waste materials has commenced, CONTRACTOR has exercised control of and taken possession of the waste, and the assumption of risk and liability is solely with CONTRACTOR. County shall not take responsibility for the accidental or purposeful discharge or release of any waste material.

21.0 DAMAGES

CONTRACTOR shall be held responsible for any breakage, loss of County's equipment or supplies through negligence of CONTRACTOR or any employee of the CONTRACTOR while working on County's premises. CONTRACTOR shall be responsible for restoring/replacing any equipment, facilities, etc. so damaged. CONTRACTOR shall immediately report to County any damages to the premises resulting from services performed under this AGREEMENT.

22.0 FORCE MAJEURE

22.1 "Force Majeure" means any cause beyond the reasonable control of a party, including but not limited to acts of God, civil or military disruption, fire, strike, flood, riot, war, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.

22.2 If any party hereto is delayed or prevented from fulfilling its obligations under this AGREEMENT by Force Majeure, said party will not be liable under this AGREEMENT for said delay or failure, nor for damages or injuries resulting directly from the inability to perform scheduled work due to Force Majeure.

22.3 CONTRACTOR shall be granted an automatic extension of time commensurate with any delay in performing scheduled work arising from Force Majeure. CONTRACTOR agrees to resume such work within three (3) days after the Force Majeure has subsided enough to do so.

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

23.0 NOTICES

Notices required to be given to the respective parties under this AGREEMENT shall be deemed given by any of the following means: (1) when personally delivered to County's contract administrator or to CONTRACTOR'S responsible officer; (2) when personally delivered to the party's principle place of business during normal business hours, by leaving notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by FAX machine to the other party, at the party's FAX number specified pursuant to this AGREEMENT, provided that the party giving notice by FAX must promptly confirm receipt of the FAX by telephone to the receiving party's office; or, (4) three (3) days after the notice is deposited in the U. S. mail with first class or better postage fully prepaid, addressed to the party as indicated below.

Notices mailed or faxed to the parties shall be addressed as follows:

TO COUNTY:
County of Monterey Contracts & Procurement Office
1488 Schilling Place Salinas, CA 93901
Tel. No.: (831) 755-4990 Fax No.: (831) 755-4969

TO CONTRACTOR:
Advantage Mailing, LLC DBA Casey Printing
Todd Hermosillo, Account Executive
398 E San Antonio Dr. King City, CA 93930
Tel. No.: (831) 385-3222, Fax No. (831)382-5836.
todd@caseyprinting.com

24.0 LEGAL DISPUTES

24.1 CONTRACTOR agrees that this AGREEMENT and any dispute arising from the relationship between the parties to this AGREEMENT, shall be governed and interpreted by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.

24.2 Any dispute that arises under or relates to this AGREEMENT (whether contract, tort, or both) shall be resolved in the Superior Court of California in Monterey County, California.

24.3 CONTRACTOR shall continue to perform under this AGREEMENT during any dispute.

24.4 The parties agree to waive their separate rights to a trial by jury. This waiver means that the trial will be before a judge.

25.0 HAZARDOUS MATERIALS

HAZARDOUS MATERIALS: Transportation of any hazardous materials to County must be done so in conformance with Superfund Amendments and Reauthorization Act Title 3 as amended. Appropriate documentation must be provided in a Material Safety Data Sheet (MSDS) and other documentation as necessary relating to the traits, characteristics, and pervasive properties of any hazardous materials shipped to the County of Monterey. The shipper understands that County shall not accept any shipment of hazardous materials without

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

complete documentation and safety information as required by law. County shall not take responsibility for the accidental or purposeful discharge or release of any hazardous material. County does not take responsibility for the improper packaging and/or transportation of any hazardous materials ordered by County while in transit or storage prior to service and acceptance by County. (ONLY IF NEEDED)

26.0 PROTECTION OF PUBLIC

CONTRACTOR shall provide adequate warning devices, barricades, guards, flagmen, or other necessary precautions shall be taken by CONTRACTOR to give advice and reasonable protection, safety and warning to persons and vehicular traffic concerned in the area(s) affected by this AGREEMENT.
(ONLY IF NEEDED)

27.0 CONSENT TO USE OF ELECTRONIC SIGNATURES

27.1 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et. seq, California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq*. Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

27.2 **Counterparts**.

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

27.3 **Form: Delivery by E-Mail or Facsimile**.

Executed counterparts of this Agreement may be delivered by facsimile transmission by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect if the manually signed counterpart or counterparts had been delivered to the other party in person

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

28.0 PRICING

PRICING PAGE

RFP 10961 PRINT SHOP AND COPY RELATED SERVICES

COMPANY NAME:

The undersigned CONTRACTOR hereby offers to perform services in strict compliance with the specifications, terms and conditions set forth in this bid invitation.

CONTRACTOR SHALL SUBMIT PRICING FOR THE SAMPLES LISTED BELOW IN ACCORDANCE TO ATTACHEMENT - A. COUNTY SHALL UTILIZE THE SAMPLES BELOW DURING THE SELECTION PROCESSES.

CONTRACTOR SHALL PROVIDE THE COUNTY WITH A COMPLETE PRICE LIST FOR ALL SERVICES RENDERED BY THE CONTRACTOR.

Job # 1 Newsletters

Description	# of Days	Bid Price	Description	# of Days	Bid Price
Standard Lead Time	5	$2,195.00	Rush Lead Time	3	$2,559.00

Job #2 County Letter Head

Description	# of Days	Bid Price	Description	# of Days	Bid Price
Standard Lead Time	5	$2,624.00	Rush Lead Time	3	3,117.00

Job #3 Annual Budget Book

Description	# of Days	Bid Price	Description	# of Days	Bid Price
Standard Lead Time	5	$3,946.00	Rush Lead Time	3	$5119.00

Job #4 Board of Supervisors Agenda Packet

Description	# of Days	Bid Price	Description	# of Days	Bid Price
Standard Lead Time	3	$965.00	Rush Lead Time	2	$1,158.00

Job #5 NCR Forms

Description	# of Days	Bid Price	Description	# of Days	Bid Price
Standard Lead Time	3	$615.00	Rush Lead Time	3	$772.00

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

ATTACHMENT C: More Pricing Examples

Do to the fact that we offer an incredible variety of print products, quantities, inks, substrates, binding options and finishing possibilities, it is not practical to provide a complete price list for ALL services, but we can offer the following examples that illustrate our range of capabilities on common products:

100 Photocopies - one side, 8.5 X 11, black only, 20lb bond: $0.469 per piece
100 Photocopies - two side, 8.5 X 11, black only, 20lb bond $0.641 per piece
(Significant price breaks available on large quantity orders)

100 Photocopies - one side, 8.5 X 11, full color on 20lb bond: $ 0.610 per piece
100 Photocopies -two sides, 8.5 X 11, full color on 20lb bond: $ 0..850 per piece
(Significant price breaks available on large quantity orders)

Brochures, 500, full color, ½ fold on 80# Gloss Text $251.00
Brochures, 500, full color, tri - fold on 80# Gloss Text $265.00

Posters, 100, full color, one side, 11 X 17 on 100# Gloss Text $127.00

Booklets, 250, 8 page, full color, 8.5 X 11, on 80# Gloss Text $559.00

Nameplates, 2 X 10, plastic (for desk or door), customized $35.00 per piece

Pricing for a large variety of custom and standard products, from forms and brochures to letterhead and business cards, is currently available to Monterey County buyers at www.mcprint.caseyprinting.com

--End of Section 28 Pricing--

Docusign Envelope ID: 54C34FA6-3652-4897-92E3-80F414A6F74C

29.0 SIGNATURE PAGE

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

COUNTY OF MONTEREY

By: _____

Contracts/Purchasing Officer

Date: _____

By: _____

Department Head (if applicable)

Date: _____

By: _____

Board of Supervisors (if applicable)

Date: _____

Approved as to Form County Counsel Susan K. Blitch, County Counsel

By: DocuSigned by: Shane Eben Strong 6624564F383643C...

County Counsel

Date: 2/26/2026 | 8:11 AM PST

By: DocuSigned by: Andrea Valentine 25834C99491E449...

Auditor/Controller

Date: 2/27/2026 | 4:10 PM PST

Approved as to Liability Provisions

Office of the County Counsel-Risk Management

By: _____

David Bolton Risk Manager

Date: _____

CONTRACTOR

ADVANTAGE MAILING, LLC DBA CASEY PRINTING

By: DocuSigned by: FB85877404F3494...

(Signature of Chair, President, or Vice-President) *

Thomas C. Ling, President

Date: 2/20/2026 | 9:32 AM PST

By: DocuSigned by: Brett Noss 4BA54BE0A926401...

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

Brett Noss, CFO

Date: 2/20/2026 | 9:41 AM PST

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 (California Corporations Code, §313). If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member, or 2) two (2) managers (Corporations Code, §17703.01, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership (Corporations Code, §§16301 and 15904.02). If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign.

[1] Approval by the Office of the County Counsel is required.

[2] Approval by Auditor-Controller is required.

[3] Review by Risk Management is necessary only if changes are made in the Indemnification or Insurance paragraphs.

Prepared by Gonzalo Chitty, Deputy Contracts and Procurement Officer I

*Final_20260130_* Angelica Ruelas, Senior Deputy Contracts and Procurement Officer

Docusign Envelope ID: EB51A392-641B-4869-B1BA-94B5F8F3468D

AMENDMENT NO. 3 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY, THROUGH ITS INFORMATION TECHNOLOGY DEPARTMENT & ESRI

THIS AMENDMENT is made to Enterprise Agreement number 00282609.0 (EA) dated June 2, 2020, by and between **Environmental Systems Research Institute, Inc.** ("Esri"), hereinafter "CONTRACTOR," and the **County of Monterey**, a political subdivision of the State of California, hereinafter referred to as "COUNTY."

WHEREAS the COUNTY and CONTRACTOR in AMENDMENT NO. 1 amended the AGREEMENT to have an effective date of June 2, 2020, to July 16, 2020, and extended the term three additional years beginning on July 16, 2023, and expiring on July 15, 2026, increasing the amount by $962,700, with a total not to exceed amount of $1,735,300, and updated the Appendix A-1 – Products and Deployment Schedule and Appendix B-1 – EA Fee Schedule with new appendices; and

WHEREAS the COUNTY and CONTRACTOR in Amendment NO. 2 amended the AGREEMENT to increase the Annual Credits for Arc GIS Online Organizational Subscription to 15,000. There was no change in the contract not to exceed amount of $1,735,300 nor the term end date of July 15, 2026; and

WHEREAS the COUNTY and CONTRACTOR in AMENDMENT NO. 3 wish to amend the AGREEMENT to extend the term end date to July 15, 2029, and increase the amount by $1,259,422, with a total not to exceed amount of $2,994,722, and updating the Appendix A-3 Products and Deployment Schedule and Appendix B-3 – EA Fee Schedule.

NOW THEREFORE, the COUNTY and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. The term of the AGREEMENT is extended for an additional three-year period beginning July 16, 2026, through July 15, 2029.

2. For the extended period beginning July 16, 2026, through July 15, 2029, Appendix A-3 — Products and Deployment Schedule and Appendix B-3 —EA Fee Schedule is updated with new appendices, both attached hereto and incorporated herein by reference.

3. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this Amendment NO. 3 and shall continue in full force and effect as set forth in the AGREEMENT.

4. A copy of this Amendment NO. 3 shall be attached to the original AGREEMENT.

This space left blank intentionally.

Docusign Envelope ID: EB51A392-641B-4869-B1BA-94B5F8F3468D

IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 3 on the day, and year written below.

COUNTY OF MONTEREY	**CONTRACTOR** Esri
	Signed by: Annette Kazandjian 21FBD55545E6449...
Eric A. Chatham Chief Information Officer	Name: Title:
APPROVED AS TO FORM ***OFFICE OF THE COUNTY COUNSEL*** ***SUSAN K. BLITCH, COUNTY COUNSEL***	
Samuel Beiderwell, Deputy County Counsel	

Docusign Envelope ID: EB51A392-641B-4869-B1BA-94B5F8F3468D

APPENDIX A-3
PRODUCTS AND DEPLOYMENT SCHEDULE

For the extended period beginning July 16, 2026, through July 15, 2029, County may Deploy the EA Products up to the total quantity of licenses indicated below to Customer during the term of this EA.

Table A-1
EA Products— Esri Flex (formerly Uncapped) *

Product - Perpetual	**Total**
ArcGIS Enterprise: ArcGIS Enterprise (Advanced and Standard)	Esri Flex
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Network Analyst, and ArcGIS Spatial Analyst	Esri Flex
ArcGIS GIS Server: Advanced, Standard, Basic	Esri Flex
ArcGIS Enterprise Additional Capability Servers: ArcGIS Image Server	Esri Flex
ArcGIS Monitor	Esri Flex

Product - Subscription	**Total**
ArcGIS Enterprise Viewer User Type Annual Subscription	Esri Flex
ArcGIS Enterprise Contributor User Type Annual Subscription	Esri Flex
ArcGIS Enterprise Mobile Worker User Type Annual Subscription	Esri Flex

*Esri Flex (formerly Uncapped) provides the right to deploy quantities as needed throughout the term of the Agreement.

Table A-2
EA Products—Capped Quantities

ArcGIS Desktop Perpetual Products (First Year Only/2026)	**SU/CU**	**Rolled-In Qty. (if applicable)**	**Qty. to Be Deployed**	**Total**
ArcGIS Desktop: Advanced	CU	6	0	6
ArcGIS Desktop: Standard	CU	11	0	11
ArcGIS Desktop: Basic	CU	18	0	18
ArcGIS Desktop: Basic	SU	4	0	4
ArcGIS Desktop Extensions: ArcGIS 3D Analyst	CU	4	0	4
ArcGIS Desktop Extensions: ArcGIS Data Reviewer	CU	1	0	1
ArcGIS Desktop Extensions: ArcGIS Network Analyst	CU	3	0	3
ArcGIS Desktop Extensions: ArcGIS Publisher	CU	1	0	1
ArcGIS Desktop Extensions: ArcGIS Workflow Manager	CU	1	0	1
ArcGIS Desktop Extensions: ArcGIS Spatial Analyst	CU	5	0	5

Docusign Envelope ID: EB51A392-641B-4869-B1BA-94B5F8F3468D

Annual Subscription Products	**Term 1**	**Term 2**	**Term 3**
ArcGIS Business Analyst Web App Advanced Online Annual Subscription	2	2	2
ArcGIS Advanced Editing User Type Extension for ArcGIS Enterprise Annual Subscription	8	8	8
ArcGIS Drone2Map Standard for ArcGIS Enterprise Annual Subscription	2	2	2
ArcGIS Developer Bundle Annual Subscription	2	2	2
ArcGIS Hub Premium ArcGIS Online Community Annual Subscription	1	1	1

User Type Products	**Term 1**	**Term 2**	**Term 3**
ArcGIS Online ***(1 Organizational Subscription)***	***(number of Users per Term)***		
ArcGIS Online Creator User Type Annual Subscription	50	55	60
ArcGIS Online Professional (formerly Standard) User Type Annual Subscription *(500 credits per user)*	2	2	2
ArcGIS Online Professional Plus (formerly Advanced) User Type Annual Subscription *(500 credits per user)*	8	8	8
ArcGIS Enterprise	***(number of Users per Term)***		
ArcGIS Enterprise Creator User Type Annual Subscription	200	250	300
ArcGIS Enterprise Professional (formerly Standard) User Type Annual Subscription	15	18	20
ArcGIS Enterprise Professional Plus (formerly Advanced) User Type Annual Subscription	25	28	30

Docusign Envelope ID: EB51A392-641B-4869-B1BA-94B5F8F3468D

APPENDIX B-3
EA FEE SCHEDULE

The EA Fee is **$1,259,422** For the extended period beginning July 16, 2026, through July 15, 2029. The EA Fee is in consideration of the EA Products, EA Maintenance, Esri User Conference registrations, and Esri Enterprise Advantage Program.

	Year 7 2026	Year 8 2027	Year 9 2028	EA Fee
Payments	**$380,490**	**$418,539**	**$460,393**	**$1,259,422**

Advantage Program (AP)	**100 Technical Advisory Hours per year.** **50 Learning and Services Credits per year**
Number of Esri User Conference Registrations per Year	**7**
Number of Tier 1 Help Desk Callers That May Contact Esri for Tier 2 Support	**5**
Number of Sets of Backup Media, if Requested	**1**
Extended Term of EA	**Three (3) years from July 16, 2026, through July 15, 2029**

Docusign Envelope ID: 8E1CBA76-6386-4F6D-A4DD-D55EDC4059D9

AMENDMENT NO. 2 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY, THROUGH ITS INFORMATION TECHNOLOGY DEPARTMENT & ESRI

THIS AMENDMENT is made to Enterprise Agreement number 00282609.0 (EA) dated June 2, 2020, by and between Environmental Systems Research Institute, Inc. ("Esri"), hereinafter "CONTRACTOR," and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "COUNTY."

WHEREAS the COUNTY and CONTRACTOR amended the AGREEMENT to have an effective date of June 2, 2020, to July 16, 2020, and the term was extended three additional years beginning on July 16, 2023, and expiring on July 15, 2026, and had updated the Appendix A – Products and Deployment Schedule and Appendix B – EA Fee Schedule with new appendices; and

WHEREAS the COUNTY and CONTRACTOR wish to amend the AGREEMENT for the second time to increase the Annual Credits for ArcGIS Online Organizational Subscription to 15,000. There is no change in the contract not to exceed amount of $102,995 nor the term through July 15, 2026; and

NOW THEREFORE, the COUNTY and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. The ArcGIS Online Organizational Subscription shall be amended to increase the Annual Credits per Subscription from 5,000 to 15,000. This amendment does not increase the EA fee.

Except as provided herein, all remaining terms, conditions, and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT NO. 2 and shall continue in full force and effect as set forth in the AGREEMENT.

This space left blank intentionally.

Docusign Envelope ID: 8E1CBA76-6386-4F6D-A4DD-D55EDC4059D9

IN WITNESS WHEREOF, the parties have executed this AMENDMENT NO. 2 on the day and year written below.

COUNTY OF MONTEREY

Signed by:
Eric A. Chatham
B8314C30A3A9426...

Eric A. Chatham
Chief Information Officer
3/26/2025 | 5:19 PM PDT

APPROVED AS TO FORM

Signed by:
Samuel Beiderwell
6154206956144OE...

Samuel Beiderwell, Deputy County Counsel
3/26/2025 | 8:51 AM PDT

APPROVED AS TO LIABILITY PROVISIONS

Risk Management

APPROVED AS TO FISCAL PROVISIONS

Auditor/Controller

CONTRACTOR
Esri

Annette Kazandjian (Mar 25, 2025 16:42 PDT)

Name: Annette Kazandjian
Title: Managing Business Attorney
Mar 25, 2025

County of Monterey - EA Amendment

Final Audit Report 2025-03-25

Created:	2025-03-25
By:	Joe Collins (jcollins@esri.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA2xjYTdemEcpPfmoMCM1gZJ27XUIMwMcr

"County of Monterey - EA Amendment" History

Document created by Joe Collins (jcollins@esri.com)
2025-03-25 - 6:06:34 PM GMT- IP address: 155.226.129.247

Document emailed to Annette Kazandjian (akazandjian@esri.com) for signature
2025-03-25 - 6:07:17 PM GMT

Email viewed by Annette Kazandjian (akazandjian@esri.com)
2025-03-25 - 11:41:49 PM GMT- IP address: 104.47.51.126

Document e-signed by Annette Kazandjian (akazandjian@esri.com)
Signature Date: 2025-03-25 - 11:42:08 PM GMT - Time Source: server- IP address: 98.37.165.30

Agreement completed.
2025-03-25 - 11:42:08 PM GMT

Docusign Envelope ID: 0D67795B-1CFE-427E-937A-43048852AF19

MANIFEST MEDEX

PARTICIPATION AGREEMENT

This Participation Agreement, (the "**Agreement**") by and between Manifest Medex, a California nonprofit public benefit corporation ("**MX**"), and County of Monterey, a political subdivision of the State of California, on behalf of County of Monterey Health Department ("**Participant**"), is entered into as of the date that the last Party executes the Agreement (the "**Effective Date**"). MX and Participant are each a "Party" or collectively the "Parties."

WHEREAS, MX is organized to facilitate health information aggregation and sharing in a manner that complies with Law;

WHEREAS, MX operates a health information exchange (the "**HIE**") that will enable its participants to electronically provide and receive health information regarding their Patients (defined below); and

WHEREAS, Participant is a county government contracting on behalf of itself and its various departments and Participant Affiliates (defined below). Each individual department or Participant Affiliate will be assigned an entity type in Exhibit 3 for purposes of determining data contribution requirements. Participant and Participant Affiliates will both provide data to and receive data from the HIE.

NOW, THEREFORE, the Parties agree as follows:

I. DEFINITIONS.

a. "**Administrator**" means one (1) or more individuals designated by Participant to: (a) designate Participant's Authorized Users; and (b) fulfill other responsibilities specified in the Agreement on behalf of Participant.

b. "**API**" means application programming interface.

c. "**Authorized User**" means an individual: (i) designated and authorized by an Administrator, in accordance with the procedures set forth in the Agreement, to access and/or use the System and Services on behalf of a Participant; and (ii) who is permitted under applicable Law to access and/or use the System and Services.

d. "**Business Associate Agreement**" or "**BAA**" means the business associate agreement that is executed by the Parties and attached to the Agreement.

e. "**Calendar Quarter**" means the three (3) months following the first day of January, April, July and October.

f. "**Confidential Information**" means (a) all trade secrets, business plans, marketing plans, know-how, data, contracts, documents, scientific and medical concepts, member and customer lists, costs, financial information, profits and billings and referral sources, existing or future services, products, operations, management, pricing, financial status, goals, strategies, objectives and agreements, whether written or verbal, that are confidential in nature and pertains to or is related to the Agreement, (b) all electronic or physical security profiles, security assessments and security audit reports of MX, Participant or an NP Participant and (c) all software, solutions, services and API keys of MX Vendor to which Participant gains access by being a Party; provided, however, that Confidential Information shall not include information that:

   1. is publicly known at the time of disclosure;

Docusign Envelope ID: 0D67795B-1CFE-427E-937A-43048852AF19

2. is already known or obtained by any other Party other than in the course of the other Party's performance pursuant to its "participation agreement", and without breach of any confidentiality, nondisclosure or other agreement by that other Party or in violation of applicable Law;
3. is independently developed by any other Party;
4. becomes known from an independent source having the right to disclose that information and without similar restrictions as to disclosure and use and without breach of this Agreement, or any other confidentiality or nondisclosure agreement by that other Party; or
5. is Patient Data.

g. "**Data Contributor**" means a Person, including, but not limited to, Participant, NP Participants, Vendors, and other entities, that has entered into a written agreement with MX, either directly or indirectly, to provide Patient Data to MX.

h. "**Data Submission Guidelines**" or "**DSG**" means the guidelines for Participant to submit Patient Data to MX, as provided by MX to Participant from time to time.

i. "**De-Identified Data**" means data that satisfies the requirements of 45 C.F.R. § 164.514(b).

j. "**Fees**" means, collectively, the Subscription Fees, Implementation Fees, and any other fees paid pursuant to this Agreement as set forth in Exhibit 1.

k. "**Go-Live Date**" means earlier of: (1) the date on which MX first notifies Participant that Participant and/or that one or more of the Participant Affiliates has access to use the System, or (2) one hundred eighty days (180) from the Effective Date.

l. "**Health Plan**" means a Person that either: (a) meets the definition of health plan in HIPAA; or (b) provides core health plan administrative services (at a minimum: medical claims processing services and provider network management services) to a health plan that meets the HIPAA definition.

m. "**Healthcare Data**" means Patient Data and/or De-Identified Data that is collected, created, maintained or disclosed by MX.

n. **Healthcare Provider**" means Participant or an NP Participant that either: (a) meets the definition of provider in HIPAA; or (b) is a medical group (e.g., independent practice association) providing core administrative services to a provider that meets the HIPAA definition.

o. "**Law**" means any federal or state law, statute, ordinance, rule, legally binding administrative interpretation, regulation, order, judgment, or decree that is applicable to a Party or to another Person identified in the Agreement. Law shall include, but is not limited to, Health Insurance Portability and Accountability Act ("**HIPAA**") and related regulations; the Health Information Technology for Economic and Clinical Health Act ("**HITECH**") and related regulations; and the California Confidentiality of Medical Information Act ("**CMIA**") and related regulations.

p. "**Material Service Change**" means either: (a) a material cessation or reduction in the functionality or interfaces of the System; or (b) a reduction in the level of Services provided by MX.

q. "**MX Vendor**" means a Person with which MX has entered into a written agreement to provide technology or other services in connection with providing Services or the System.

r. "**NP Participant**" means a Person that has either (1) entered into a "participation agreement" with MX to act as a Data Contributor and/or receive Patient Data from MX but is not a Party to this Agreement or (2) entered into an agreement with a health information network or similar entity (such as eHealthExchange) that permits data exchange with MX.

Docusign Envelope ID: 0D67795B-1CFE-427E-937A-43048852AF19

s. "**Participant Affiliate**" means the entities identified in Exhibit 3. Exhibit 3 may be amended by mutual written agreement, which shall include email, of Participant and MX without the need for a formal amendment. Participant shall ensure that Participant Affiliates comply with the terms of this Agreement applicable to Participant, including the Policies, except that only Participant will be obligated to pay Fees or perform other duties specified herein which, by their context, clearly apply only to Participant.

t. "**Patient**" means an individual whose Patient Data is contributed to MX by a Data Contributor.

u. "**Patient Data**" means health information that: (a) is created or received by a Healthcare Provider or Health Plan; (b) relates to: (i) past, present or future physical or mental health of a Patient, or (ii) the provision of health care to a Patient; (c) identifies the Patient, or there is a reasonable basis to believe the information can be used to identify the Patient (including Protected Health Information, as that term is defined in HIPAA, and Medical Information, as that term is defined in the CMIA); and (d) is made available to the System by a Data Contributor pursuant to the Agreement or an NP Participant's participation agreement.

v. "**Person**" means an individual person, an entity, or a governmental organization or agency, including health information exchanges, researchers, Participants, NP Participants and/or an individual(s) who does not participate in MX's HIE.

w. "**Personnel**" means a Person's employees, Authorized Users, accountants, attorneys, consultants, directors, agents, representatives, subcontractors and subcontractors' employees that provide, access, receive or use any part of the System or the Services.

x. "**Policies**" mean the privacy policies, security policies and/or procedural requirements adopted by MX and made available to Participant, as amended by MX from time to time. The current version of the Policies can be found at https://www.manifestmedex.org/resources/.

y. "**Protected Health Information**" or "**PHI**" has the meaning ascribed in 45 C.F.R. § 164.103.

z. "**Services**" means all services provided by MX pursuant to the Agreement.

aa. "**System**" means the HIE and its related technology and Services.

II. SERVICES.

a. Services. MX shall provide the System and Services as set forth in Exhibit 1. Fees, if applicable, for such services are set forth in Exhibit 1 and payable in accordance with Section VI of this Agreement.

b. HITRUST. MX will use commercially reasonable efforts to maintain (i) its HITRUST CSF Certification in accordance with HITRUST standards, and/or (ii) other industry-standard security certification as may be appropriate at a future date.

III. MUTUAL RIGHTS AND RESPONSIBILITIES; RELATIONSHIP BETWEEN THE PARTIES

a. Compliance with Law and Safety. Each Party and its Personnel shall perform their duties and exercise their rights under the Agreement in compliance with Law. Each Party and its Personnel shall always consider Patient safety in taking any action under the Agreement.

b. Policies. MX and Participant and their respective Personnel shall each comply with the Policies, which is incorporated into and is part of the Agreement.

c. Independent Contractors. Each Party is and shall at all times be an independent contractor of the other, and not an employee, agent, partner of, or joint venture with the other. Except as specifically allowed by the Agreement, neither Party has any right or authority to assume or create any obligation of any kind, express or implied, on behalf of the other Party.

Docusign Envelope ID: 0D67795B-1CFE-427E-937A-43048852AF19

IV. PARTICIPANT RIGHTS AND RESPONSIBILITIES.

a. Policies. Participant, including, Personnel and Authorized Users, shall at all times comply with the Policies.

b. Restricted Use, Security, and Access.

1. Participant shall:

i. Restrict access to and use of the System and Services to Participant and its Authorized Users;

ii. Only permit Authorized Users to access or use the System and the passwords and/or the user names applicable to the System;

iii. Prevent all Persons (other than Authorized Users) from accessing and/or using the System;

iv. Implement security measures with respect to the System and safeguard Patient Data as required by the Agreement;

v. Together with its Authorized Users, use reasonable professional judgment in its use of the Healthcare Data and its application of the Healthcare Data to make clinical decisions;

vi. Develop, maintain and comply with written requirements that govern Participant's and Authorized Users' access to Systems and use of Protected Health Information. Those written requirements must be consistent with the Agreement and shall be provided to MX upon request; and

vii. Notify MX immediately of any suspected or actual access to or use of the System or Patient Data other than as permitted by this Agreement.

2. Participant shall not inhibit an NP Participant's access to the System or Patient Data.

c. Training. Participant shall, to the reasonable satisfaction of MX, educate and train its Authorized Users regarding the requirements of the Agreement, including the Policies and privacy and security protocols.

d. Participant Expenses. Participant is solely responsible for all charges and expenses Participant incurs to (1) access and use the System and Services and/or (2) meet Data Contribution Requirements.

e. Trademarks. Participant and its Personnel shall: (i) maintain MX's and MX Vendor's trademarks, service marks, and copyright legends; and (ii) not violate MX's and/or MX Vendor's trademarks, service marks, copyright legends and/or any other intellectual property rights. Participant will be liable for the acts of third-party service providers engaged by Participant who violate these proprietary rights or applicable Law.

V. DATA.

a. Data Contribution. Participant shall (1) contribute Patient Data to MX regularly and promptly, and consistent with the Data Submission Guidelines, after receiving such Patient Data from Participant's sources and (2) maintain its connection to the System and facilitate access to the Patient Data, each as required by Exhibit 2 "**Data Contribution Requirements**," the Policies, and this Agreement.

b. Data Quality. Participant shall use reasonable and appropriate efforts to ensure that all Healthcare Data provided by Participant and/or Personnel to MX is accurate with respect to each Patient. Each Party shall use reasonable and appropriate efforts to assure that its Personnel do not inappropriately alter or corrupt the Patient Data received by or transmitted from that Party.

c. Notice of Data Inaccuracy. Each Party shall promptly notify the other Party of any known inaccuracy in the Patient Data provided to the other Party through the System.

Docusign Envelope ID: 0D67795B-1CFE-427E-937A-43048852AF19

d. Participant Access to System. MX grants to Participant, and Participant accepts, a non-exclusive, personal, nontransferable, limited right to access and use the System under the terms and conditions set forth in the Agreement. Participant's right is conditioned on Participant fully complying with the Agreement. Participant does not have any other right to access the System unless otherwise expressly granted by the Agreement.

e. Participant Use of Data. When accessing or using Patient Data pursuant to the Agreement, Participant and Authorized Users may access and/or use Patient Data to perform any activities Participant is allowed to perform under the Agreement (including the Policies). Notwithstanding any other provision of the Agreement, if Participant or an Authorized User accesses any Patient Data that it is not permitted to access under the Agreement at the time of that access, then Participant: (i) will be in breach of the Agreement, (ii) will not have or obtain any right to that Patient Data, and (iii) must immediately return or destroy that Patient Data.

f. MX Use of Data. Subject to the limitations on use of Healthcare Data set forth in the Policies, Participant grants to MX a fully-paid, non-exclusive, non-transferable, royalty-free right and license: (a) to license and/or otherwise permit Persons to access through the System and/or to receive from the System all Healthcare Data provided by Participant; (b) to use Healthcare Data provided by Participant to perform any activities MX is allowed to perform under the Agreement (including the Policies); and (c) to use Healthcare Data provided by Participant to carry out MX's duties under the Agreement, including, but not limited to, system administration, testing and audits, provision of services, problem identification and resolution and management of the System. MX's rights under this Section V.f shall continue for as long as MX holds or controls Participant's Healthcare Data.

g. Availability of Patient Data. MX makes no representation or warranty regarding the availability through the System of Patient Data related to or originating from any particular Data Contributor or NP Participant.

h. Related Parties. If Participant physician practice is a member of an Accountable Care Organization ("**ACO**"), Management Services Organization ("**MSO**") or Independent Physician Association ("**IPA**") that is an MX Participant, then physician expressly grants MX permission to receive PHI from and to send PHI to the ACO, MSO or IPA on behalf of the Participant. Participant further agrees to notify MX in writing within thirty (30) days, if the Participant terminates its relationship with the ACO, MSO or IPA.

VI. FEES.

a. Fees. Participant shall pay the Fees set forth in Exhibit 1 of this Agreement, subject to change as set forth in Section VI.f below.

b. Payment Timing. Participant agrees to pay MX upon receipt of each 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 such certification shall take no longer than ten (10) days, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within thirty (30) days of receiving the certified invoice.

c. Disputed Fees. Notwithstanding the foregoing, if Participant disputes any charges or amounts on any invoice, and such dispute cannot be resolved promptly through good faith discussions between Participant and MX, then Participant will pay upon receipt the amount of the invoice less the disputed amount, provided that Participant shall diligently proceed to work with MX to resolve any such disputed amount.

d. Taxes. All Fees will be paid exclusive of all federal, state, municipal or other government excise, sales, use, occupational or like taxes now in force or enacted in the future. Participant shall pay any

Docusign Envelope ID: 0D67795B-1CFE-427E-937A-43048852AF19

tax (excluding taxes on MX's net income) that MX may be required to collect or pay due to the sale or delivery of items and services provided to Participant pursuant to the Agreement. MX will not deliver the System or Services to Participant in tangible form. Notwithstanding the foregoing: (a) the Parties do not anticipate that any sales or use taxes will be payable with respect to the Services or other deliverables provided hereunder (except for any taxes that become payable as the result of any change in applicable Law); and (b) if possible, MX shall not deliver tangible copies of any software or other deliverables in a manner that would cause taxes to become payable.

e. Effect of Failure to Pay. In the event that any invoice is not timely paid as provided herein, MX may, in addition to any other right or remedy that it may have under this Agreement or at law, suspend Participant's use of the System and/or Services if MX has not received payment in full within ten (10) days of MX's written demand therefore.

f. Change to Subscription Fees. MX may add or change Fees charged for the Services under this Agreement by providing Participant at least ninety (90) days' prior written notice of such changes (the "Fee Notice"); provided that Participant may terminate the Agreement by providing MX written notice of such intent pursuant to Section VII.b.

g. Invoice Submission. MX shall submit invoices to the following email address: hdadminfinance@countyofmonterey.gov .

VII. TERM, TERMINATION, AND SUSPENSION.

a. Term. The Agreement is effective on the Effective Date and shall remain in effect until terminated as set forth below.

b. Termination by Participant. Participant may terminate the Agreement at any time, with or without cause, and without penalty, after delivering thirty (30) days' prior written notice to MX.

c. Termination by MX. MX may exercise any of the following termination rights.

1. Privacy and Security. MX may in its sole discretion terminate the Agreement at any time if MX determines in its sole discretion that Participant's actions and/or continued participation in MX would, or is reasonably likely to, endanger the privacy or security of Patient Data or otherwise result in a breach of the Agreement that is reasonably likely to harm MX or an NP Participant. MX shall deliver notice of this termination to Participant at least twenty-four (24) hours prior to terminating Participant's access to the System, unless MX determines in its sole discretion that Participant's access must be terminated immediately in order to protect the privacy or security of the Patient Data, in which case MX may terminate access immediately without notice.

2. Uncured Breach. MX may terminate the Agreement if Participant breaches the Agreement and that breach continues uncured for a period of thirty (30) days after MX has delivered written notice of that breach to Participant. MX's notice of breach shall include a description of the breach.

3. Without Cause. MX may terminate the Agreement at any time, with or without cause, and without penalty, after delivering ninety (90) days' prior written notice to Participant.

d. Failure to Comply with Law. Either Party may terminate the Agreement by providing thirty (30) days' written notice to the other Party that: (a) identifies the Law that is (or will be) violated by the Agreement; and (b) explains why the Agreement will not comply with Law. After a Party receives that notice, both Parties shall cooperate in good faith during the next thirty (30) days to amend the Agreement so that it complies with the identified Law. If the Parties do not execute a written amendment to the Agreement within the thirty (30) days, then either Party may terminate the Agreement by delivering a five (5) days' written termination notice to the other Party. If the Law is already in effect and violated by the Parties or the Agreement, then either Party may immediately

Docusign Envelope ID: 0D67795B-1CFE-427E-937A-43048852AF19

suspend all or part of its performance under the Agreement that is illegal while the Parties attempt in good faith to modify the Agreement to cure that violation of Law.

e. Effects of Termination.

1. Patient Data. Upon any termination of the Agreement, Participant shall have no continued right to receive or duty to provide Patient Data, or to receive the Services. Upon any termination, the Parties will comply with the provisions of the BAA as it pertains to PHI. If Participant has provided Patient Data to MX, the Parties acknowledge and agree that such Patient Data has been merged with MX's and/or NP Participant's data and, accordingly, it is infeasible to destroy, delete or return that Patient Data. MX shall protect such Patient Data as it protects all other Patient Data in its possession. To the extent that either Party possesses Patient Data from the other Party, each Party shall protect that Patient Data as it protects all other Patient Data in its possession, but is not required to destroy, delete or return that Patient Data upon termination.

2. Fees. If Participant has pre-paid to MX any Subscription Fees that have not yet been earned by MX as of the date of termination, MX shall repay to Participant those unearned Fees.

f. Suspension. In the event that MX determines in good faith that Participant (or any of its Personnel or Authorized Users) ceases to be compliant with the Agreement, including the Policies, MX may, in its discretion: (i) provide written notice to Participant of such non-compliance (ii) suspend access to the System and/or Services to Participant; and/or (iii) work with Participant to bring Participant (and its Personnel and Authorized Users) back into compliance. Notwithstanding the foregoing, MX retains the right to immediately suspend access to the System and Services, in its sole discretion, in the event that MX reasonably perceives there to be (i) a Patient safety concern; (ii) a violation or potential violation of Law; (iii) a risk to the privacy or security of Patient Data; or (iv) access and/or use of the System by unauthorized Persons. Participant's access to the System shall be restored when MX, in its sole discretion, determines that the initial cause for the suspension has been cured.

VIII. CONFIDENTIAL INFORMATION & COMMUNICATION.

a. Nondisclosure. If a Party comes into possession of Confidential Information of or regarding the other Party, MX Vendor, a Party's vendor or an NP Participant, the Party shall: (a) keep and maintain in strict confidence all such Confidential Information; (b) not use, reproduce, distribute or disclose that Confidential Information except as permitted by the Agreement; and (c) prevent the Party's Personnel from making any use, reproduction, distribution, or disclosure of the Confidential Information that is not allowed by the Agreement.

b. Equitable Remedies. All Confidential Information represents a unique intellectual property of the Person who owns that Confidential Information, and such Person will be entitled to equitable relief and any other remedies available by Law.

c. Notice of Disclosure. A Party may disclose Confidential Information if that Party is legally compelled to make that disclosure; provided that the Party promptly provides the other Party with notice thereof by the earlier of: five (5) calendar days after receiving the request to disclose from a Person, or three (3) business days before that disclosure will be made by the Party.

d. Media Releases. Notwithstanding any other provision of the Agreement, MX may publicly identify Participant as a participant in MX and may include the name, address, logo, and a brief description of Participant on its website or in any other materials developed by MX. Participant grants MX a royalty free license to use Participant's name and logo for the foregoing.

Docusign Envelope ID: 0D67795B-1CFE-427E-937A-43048852AF19

IX. REPRESENTATIONS AND WARRANTIES.

a. Exclusion from Government Programs. Each Party represents and warrants that it and its Personnel have not: (a) been listed by any federal or state agency as excluded, debarred, suspended or otherwise ineligible to participate in federal and/or state programs; or (b) been convicted of any crime relating to any federal and/or state reimbursement program.

b. Limited Warranties. Participant's access to the System, use of the Services, and receipt of Patient Data from MX are provided "as is" and "as available"; and (b) MX does not make any representation or warranty of any kind regarding the System or Services, expressed or implied, including the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. MX does not warrant that the System will meet Participant's requirements or that it will operate without interruption or be error free.

c. Authorization and Compliance. MX covenants, represents, and warrants that it has all necessary authority: to enter into this Agreement, to grant the rights granted herein, and to send and receive the Patient Data exchanged under this Agreement. Participant covenants, represents, and warrants that Participant (and each Participant Affiliate) has all necessary authority: to enter into this Agreement, to grant the rights granted herein, and to send and receive the Patient Data exchanged under this Agreement.

X. INSURANCE; INDEMNIFICATION; LIMITATION OF LIABILITY.

a. Insurance.

1. MX Insurance Requirements. During the Term, MX shall obtain and maintain the following insurance coverage or self-insure in the following amounts:

   i. Commercial general liability insurance in the amount of at least five million dollars ($5,000,000) per occurrence and at least ten million dollars ($10,000,000) in the annual aggregate;

   ii. Comprehensive professional liability (errors and omissions) and cyber liability insurance, covering the liability for financial loss due to error, omission or negligence of MX in the amount of at least five million dollars ($5,000,000) per occurrence and at least ten million dollars ($10,000,000) in the annual aggregate; and

   iii. Network security liability insurance and privacy liability insurance in the amount of at least ten million dollars ($10,000,000) per occurrence and at least ten million dollars ($10,000,000) in the annual aggregate.

2. Participant and Business Associate Insurance Requirements. During the Term, Participant and any Business Associate of Participant that accesses the System shall each obtain and maintain the following insurance coverage or self-insure in the following amounts:

   i. Commercial general liability insurance in the amount commonly carried by a Person of the same commercial size and in the same line of business as Participant, but in any event at least one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) in the annual aggregate; and

   ii. Comprehensive professional liability or errors and omissions (E&O) insurance of the type and in the amount commonly carried by a Person of the same commercial size and in the same line of business as Participant, but in any event at least one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) in the annual aggregate.

Docusign Envelope ID: 0D67795B-1CFE-427E-937A-43048852AF19

3. General Requirements.

   i. If either Party purchases "claims made" insurance, all acts and omissions of that Party shall be, during the Term, "continually covered" (i.e., there must be insurance coverage commencing on the Effective Date and ending no earlier than three (3) years after termination of the Agreement.

   ii. Each Party shall purchase "tail insurance" if its coverage lapses, or "nose insurance" and/or "tail insurance" if that Party changes insurance carriers, even after termination of the Agreement.

   iii. All insurance coverage required by this Section X shall be provided under valid and enforceable policies issued by insurance companies legally authorized to do business in California.

   iv. Within thirty (30) days of n the Effective Date or within ten (10) business days of written request, each party shall provide to the other Party evidence of all insurance required hereunder. Notwithstanding any term or condition to the contrary: (a) if MX fails to provide Participant with any such certificates, Participant may withhold payment of any amounts that are otherwise due to MX until up the date such certificates are provided to MX, and/or terminate this Participant Agreement immediately upon written notice; and, if Participant fails to so provide MX with any such certificates, MX may withhold Services to Participant until up to the date such certificates are provided to MX, and/or terminate this Participation Agreement immediately upon written notice. Notwithstanding any other provisions of the Participation Agreement, the provisions of this Section will survive termination of the Agreement.

   v. All policies of insurance will be written as primary insurance policies and not written as policies contributing to, or to be used in excess of the other Party's insurance policies or any self-insurance program in which the other may participate with respect to such System and Services. In the event that a change renders a Party unable to meet its obligations under this Section, the insured party shall give written notice thereof to the other party not more than ten (10) days following the insured Party's knowledge of such change.

b. Limitation of Liability.

1. Except as otherwise provided in this Agreement, all remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available at law or in equity. EXCEPT WITH RESPECT TO INDEMNIFICATION OBLIGATIONS, NEITHER PARTY SHALL, IN ANY EVENT, BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, LOST PROFITS OR SIMILAR DAMAGES, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. Each Party shall use all reasonable efforts to mitigate damages for which the other Party is responsible.

2. The aggregate personal liability of each Party (including, in the aggregate, its officers, directors and Personnel) to the other Party under this Agreement will be limited to the greater of: (i) the aggregate insurance policy limits then available to the Party with respect to such claim, or (ii) one million ($1,000,000.) dollars.

3. Notwithstanding anything to the contrary in the Agreement, the limitations of liability in Sections X.b.1 and X.b.2 a shall not apply to any claims arising out of or relating to either Party's: (i) grossly negligent or willful breach of the Agreement, or (ii) indemnification obligations.

Docusign Envelope ID: 0D67795B-1CFE-427E-937A-43048852AF19

c. MX Liability. Notwithstanding any other provision, MX has no responsibility for and will not be liable to Participant for: (a) the accuracy, completeness, currency, content or delivery of Healthcare Data; (b) any decision or action taken or not taken by Participant or any other Person involving Patient care, utilization management, or quality management that is in any way related to the use of the System, Services, or Healthcare Data; (c) any impairment of the privacy, security, confidentiality, integrity, availability of, and/or restructured use of any Healthcare Data resulting from the acts or omissions of Participant, any NP Participant, health information organization that contracts with MX to share health data through their respective systems, or organization that represents a community of payers and/or providers for purposes of exchanging Patient Data between them; (d) unauthorized access to the Participant's transmission facilities or equipment by individuals or entities using the System or for unauthorized access to, or alteration, theft, or destruction of the participant's data files, programs, procedures, or information through the System, whether by accident, fraudulent means or devices, or any other method; and (e) any damages occasioned by lost or corrupt data, incorrect reports, or incorrect data files resulting from programming error, operator error, equipment or software malfunctions, or the use of third-party software. Participant and its Personnel shall have no recourse against, and each does waive any claims against, MX for any loss, damage, claim, or cost relating to or resulting from its own use of the System, Healthcare Data and/or the Services.

d. Reliance on Data. The Participant is solely responsible for any and all acts or omissions taken or made in reliance on the System, Healthcare Data and/or other information received from MX, including inaccurate or incomplete information.

e. Indemnification.

1. Mutual Indemnification. Except to the extent arising from the negligence or willful misconduct of the Indemnified Party (defined below), each Party (the "**Indemnifying Party**") shall indemnify, defend, and hold harmless the other Party (the "**Indemnified Party**") from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgements, and costs and expenses (including but not limited to reasonable attorney's fees and costs)("**Claim**") arising from, or in connection with, or based on allegations of third-party claimants of any claims for any breach of this Agreement or violation of applicable Law by the Indemnifying Party.

2. Indemnification Procedures. The Indemnifying Party shall be entitled, at its option, to control the defense of and settlement of any Claim on which it is liable, provided that the Indemnifying Party shall act reasonably and in good faith with respect to all matters relating to the settlement or disposition of the Claim as the disposition of the claim relates to the Indemnified Party. The Indemnified Parties will reasonably cooperate in the investigation, defense and settlement of any Claim and shall provide prompt notice of any such Claim or reasonably expected Claim to the Indemnifying Party. An Indemnified Party shall have the right to retain its own separate legal counsel at its own expense.

3. Failure to Defend or Settle. If the Indemnifying Party fails or wrongfully refuses to defend or settle any Claims, then the Indemnified Party will, upon written notice to the Indemnifying Party, have the right to defend or settle (and control the defense of) such Claims. In such case, the Indemnifying Party will cooperate, at its own expense, with the Indemnified Party and its counsel in the defense and settlement of such Claims, and will pay, as they become due, all costs, damages, and reasonable legal fees incurred therefore.

XI. MISCELLANEOUS TERMS.

a. Governing Law. The validity, construction and enforcement of this Agreement shall be determined in accordance with the laws of the State of California, venue shall be Monterey County, without reference to its conflicts of laws principles. All Disputes (defined below) not resolved pursuant to

Docusign Envelope ID: 0D67795B-1CFE-427E-937A-43048852AF19

Section XI.h below will be adjudicated in the state and federal courts located in San Francisco, California and each Party hereby consents to the personal jurisdiction of such courts.

b. Amendment and Material Service Change.

1. Amendment. Any modification or amendment to the Agreement must be in writing and signed by the Parties, except that the Policies, DSG, Fees, and Material Service Changes may be modified as set forth in the Agreement.

2. Material Service Change. MX may in its sole discretion implement a Material Service Change after providing at least ninety (90) days prior written notice of the change to Participant. Following a Material Service Change not acceptable to Participant, Participant may terminate the Agreement pursuant to Section VII.b.

3. Policies and DSG Revision. MX may in its sole discretion modify or otherwise revise the Policies and/or DSG after providing at least ninety (90) days prior written notice of any material revision to Participant before the material revision is effective. If the Policy and/or DSG revision is not acceptable to Participant, Participant may terminate the Agreement pursuant to Section VII.b.

4. Required Revision. Notwithstanding any other provision in the Agreement, if a revision to the Policies, Terms and/or DSG is required, in the reasonable judgment of MX, to be made for the continued technological functioning of the HIE or for compliance with Law, MX may unilaterally implement that revision and may shorten any requirement for prior notice set forth in the Agreement to that time period which MX reasonably determines appropriate under the circumstances.

c. Notices. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be addressed to the appropriate Party as provided below, or at such other address as the receiving Party may designate in writing, and shall be effective: (i) on the date of delivery if given in writing and hand delivered; (ii) on the date received, if sent by overnight courier with written proof of receipt, or by First Class United States Mail with postage prepaid and return receipt received; or (iii) the date sent by electronic mail so long as the sending Party does not receive a message in return that the electronic message is undeliverable. Refusal to accept delivery will be deemed receipt. A Party may change its notice address for purposes of this Agreement by giving written notice to the other Party.

If to Participant: County of Monterey Health Department
Attn: Rich Wagreich
Address: 1270 Natividad Rd., Salinas, Ca. 93906
E-Mail: wagreichr@countyofmonterey.gov

If to MX: Manifest MedEx
Attn: Chief Executive Officer
3993 Jurupa Ave.
Riverside, CA 92506
Email: legal@manifestmedex.org

d. Assignment. Neither Party may assign the Agreement or any of the Party's rights, interests, duties or obligations under the Agreement, by operation of law or otherwise, without the prior written consent of the other Party, which consent may be given, conditioned or withheld in the other Party's sole discretion, except that (a) either Party may assign the Agreement in whole or in part to an affiliate or to a successor in interest, and (b) consent shall not be necessary in the context of an

Docusign Envelope ID: 0D67795B-1CFE-427E-937A-43048852AF19

acquisition, merger or change of control involving either Party. Any attempted assignment or transfer in violation of the foregoing will be null and void.

e. Availability of Records. For four (4) years after any termination of the Agreement, the Secretary of the U.S. Department of Health and Human Services (**"Secretary"**), the Comptroller General of the United States (**"Comptroller General"**) and/or their designee will have access to all books and records of MX directly pertaining to the subject matter of the Agreement, in accordance with the criteria developed by the U.S. Department of Health and Human Services as provided in Section 952 of the Omnibus Reconciliation Act of 1980, 42 U.S.C. §1395x(v)(1)(A), *et seq*. (**"OBRA"**). During those four years, upon request of the Secretary, the Comptroller General and/or their designee, MX shall make available (at reasonable times) the Agreement and all books, documents and records of MX that are necessary to verify the nature and extent of the costs of Services provided by MX under the Agreement. Notwithstanding the foregoing, access to MX's books, records and documents will be discontinued and become null and void upon a finding by a court or quasi-judicial body of competent jurisdiction that the Agreement is outside the scope of the regulatory or statutory definition of those agreements included within the purview of Section 952 of OBRA or the rules and regulations promulgated thereunder.

f. Federal Reporting Requirements. For four (4) years after any termination of the Agreement, MX shall maintain its books, documents and records showing the nature and extent of the cost of Services furnished under the Agreement in compliance with Section 1861(v)(1)(I) of the Social Security Act. If requested, MX shall grant access thereto to the Secretary, the Comptroller General and/or their designee.

g. Audit Rights. Each Party shall permit the other Party to access, inspect, and audit such data and records for the purpose of verifying fees, adherence to access requirements, or compliance with other terms and conditions of this Agreement. Any such inspection or audit may be performed following reasonable prior written notice, but not more often than once in any twelve (12) month period. The auditing Party will pay all of its own expenses incurred as a result of conducting any such inspection or audit.

h. Disputes. In the event of any Claim or disagreement related to the Agreement (a "**Dispute**"), the Parties shall:

   1. Dispute Notice. A Party alleging a Dispute shall send written notice of the Dispute and the Party's position regarding the Dispute (the **"Dispute Notice"**) to the other Party and any other Person that the Party believes is involved in the Dispute. The Dispute Notice shall propose a time and place for all involved Persons to meet and confer regarding the dispute.

   2. Meet and Confer. Within twenty (20) days of a Party sending a Dispute Notice, the Parties shall meet and confer in good faith regarding the Dispute. Other Persons interested in the Dispute shall be invited to the conference, but the conference shall be held at the earliest date on which the Parties can attend (regardless of the attendance of other interested Persons). The Meet and Confer shall be considered a settlement negotiation for the purpose of all Laws, including California Evidence Code § 1152.

   3. Injunction. Notwithstanding anything to the contrary, any Party may immediately file suit in any court as that Party deems necessary to protect Confidential Information or Patient Data.

i. Representation by Counsel; Interpretation**.** Each Party has been represented by counsel in connection with this Agreement or has had an opportunity to be so represented. Both parties expressly waive any claim that ambiguities in this Agreement should be interpreted against the other Party due to the other Party drafting the language.

Docusign Envelope ID: 0D67795B-1CFE-427E-937A-43048852AF19

j. Entire Agreement. The Agreement is the entire understanding of the Parties regarding its subject matter, and supersedes all prior written or oral understandings, promises, representations and discussions between them with respect the subject matter of the Agreement.

k. Force Majeure. Neither Party shall be liable or deemed in default for failure to fulfill any obligation under this Agreement due to causes beyond its reasonable control, provided that the Party uses good faith efforts to perform its duties. Such causes or conditions shall include, but shall not be limited to, acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, shortages of labor or materials, freight embargoes, unusually severe weather, electrical power failures, telecommunication or internet backbone outages, failure of an internet access provider or other similar causes beyond the Parties' control, and neither Party shall be liable for losses, expenses or damages, ordinary, special or consequential, resulting directly or indirectly from such causes.

l. Severability. If any provision of the Agreement or the application of any provision, in whole or in part, is determined to be invalid, void, illegal or unenforceable by an arbitrator or a court of competent jurisdiction and such provision can be severed without substantially changing the bargain reached by the Parties, such provision or part of such provision shall be severed from the Agreement, and such severance shall have no effect upon the enforceability, performance or obligations of the remainder of the Agreement.

m. Survival. Provisions of the Agreement shall survive any termination or expiration of the Agreement when evident by the context of the provision and/or when specifically identified as surviving.

n. Third-Party Beneficiary. No Person other than the Parties will have any right under or due to the Agreement, and no Person will be a third-party beneficiary of the Agreement.

o. Waiver. No delay or omission by a Party to exercise a right or power it has under the Agreement shall be construed as a waiver of that right or power. A waiver by any Party of any breach of the Agreement shall not be construed to be consent to, waiver of, or excuse for any subsequent or different breach. All waivers must be in writing and signed by the Parties.

p. Conflicts**.** If the BAA conflicts with any other part of this Agreement (including the Policies), the BAA shall prevail. If the Policies conflict with any other part of this Agreement (except the BAA), the Policies shall prevail. If the terms of any other Exhibit conflict with those of this Agreement, this Agreement shall prevail.

[*Signature Page Follows*]

Docusign Envelope ID: 0D67795B-1CFE-427E-937A-43048852AF19

THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT, INCLUDING ANY EXHIBITS, ATTACHMENTS, OR SCHEDULES HERETO ARE PART OF THIS AGREEMENT AND INCORPORATED HEREIN BY REFERENCE. BY SIGNING THIS AGREEMENT, PARTICIPANT ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS AGREEMENT, INCLUDING ALL TERMS AND CONDITIONS. PARTICIPANT AND MX ACKNOWLEDGE AND AGREE TO BE BOUND BY THE TERMS HEREOF.

Manifest MedEx

By:
Name: Erica Galvez
Title: CEO
Date:

Participant

By:
Name:
Title:
Date:

Approved as to Form
(County Counsel)

By: DocuSigned by: Stacy Saetta C0ECE1B99F444A9...
Name: Stacy Saetta
Title: Chief Deputy County Counsel
Date: 2/19/2026 | 2:03 PM PST

Approved as to Fiscal Provisions
(Auditor/Controller)

By: DocuSigned by: Patricia Ruiz E79EE64E57454F6...
Name: Patricia Ruiz
Title: Auditor Controller Analyst I
Date: 2/19/2026 | 2:35 PM PST

Docusign Envelope ID: 0D67795B-1CFE-427E-937A-43048852AF19

EXHIBIT 1

SERVICE DESCRIPTION

This Exhibit 1 includes the various subsections of Exhibit 1 (Exhibit 1-A, Exhibit 1-B, etc.).

MX shall provide the Services described herein to Participant in accordance with the terms and conditions of the Agreement and this Exhibit 1. Each Exhibit 1 subsection shall specifically identify the Participant departments and Participant Affiliates to which such subsection applies and only Authorized Users for those identified departments and Participant Affiliates are permitted to utilize the Services set forth in such subsection.

Docusign Envelope ID: 0D67795B-1CFE-427E-937A-43048852AF19

EXHIBIT 1-A

PUBLIC HEALTH SERVICES

I. **Applicable Participant Departments and/or Affiliates**. This Exhibit 1-A applies to the following Participant departments and/or Participant Affiliates (collectively referred to as Participant). For purposes of clarity, individuals operating under other departments and/or Participant Affiliates, including but not limited to hospitals, ambulatory care clinics, and social services providers, may not access the Patient Data or be Authorized Users for this Service:

a. Participant's Public Health Department

b. Participant's owned and operated Mental Health Plans (MHP)

c. Participant's owned and operated Drug Medi-Cal State Plans (DMC)

d. Participant's owned and operated Drug Medi-Cal Organized Delivery Systems (DMC-ODS)

e. Participant's Behavioral Health Department and treatment facilities

II. **Description of Services**. MX will provide to Participant the following Services:

a. Consolidated Clinical Document (CCD) forwarding or longitudinal patient summaries provided in the form of a bulk data download.

b. MX Access, a web-based query portal that enables Participant to look up and view longitudinal health records for individuals on one or more of Participants' patient panels.

c. Either (1) Message forwarding, which includes the following HL7 message types: ADT, ORU, RDE, and VXU; or MX Notify, a notification service that alerts Participant when a Patient of Participant is: (i) seen in the emergency department of Participant or an NP Participant; or (ii) admitted to or discharged from the hospital of Participant or an NP Participant. Messages and/or notifications will be based on the patient panels submitted by Participant.

d. A maximum of two (2) monthly reports selected from MX's then-current list of available reports.

III. **Representations**.

a. Participant represents and warrants that Participant shall only utilize the Services offered under this Exhibit 1-A in its capacity as a public health entity operating in the scope of its/their statutory authority sufficient to meet the requirements to be a Covered Entity as defined by HIPAA;

b. Participant represents and warrants that the information requested by Participant from MX is the minimum necessary for the purposes permitted hereunder;

c. Participant shall refrain from sending Excluded Health Information (as defined in the Policies). Participants are responsible for complying with applicable laws by filtering any information that should not be provided or disclosed to MX;

d. Participant represents and warrants that Participant shall only send Patient Data to MX that Participant has all appropriate consents to permit MX to receive, use, and transmit such Patient Data as permitted by this Agreement and the Policies; and

e. Participant shall provide to MX a written statement on Participant letterhead describing its legal authority to receive Patient Data prior to receiving the Services.

IV. **Training**. Each Participant must designate a training coordinator **("Training POC")** before Participant may use the System. The Training POC will be responsible for training Participant's Authorized Users on (i) the use of the System and (ii) compliance with the Policies and the Agreement. MX will provide (x) web-based and/or in-person training to Training POCs and Administrator POCs (defined below) and (y) training resources and materials that Training POCs can use to train Authorized Users. Any

Docusign Envelope ID: 0D67795B-1CFE-427E-937A-43048852AF19

training requested by Participant in addition to MX's standard training will be negotiated by the Parties and memorialized in a separate Exhibit.

V. **Support**.

a. Participant must provide a single point of contact ("**Administrator POC"**) for Tech Services before Participant may use the System. Administrator POCs will be responsible for: managing Authorized Users (e.g., setting up Authorized User accounts, assigning roles and providing security credentials to Authorized Users); ensuring that Authorized Users have reviewed and agreed to comply with the Policies and the Agreement prior to obtaining access to the System; and providing Level 1 help-desk support to Authorized Users, including re-setting passwords.

b. MX will support Participant's performance of the above responsibilities by MX offering support for Administrator POCs, accessed through the web and/or email during Monday through Friday, 8:00 AM to 5:00 PM PST, excluding MX holidays posted on the MX website.

VI. **Availability and Network Monitoring**. Services will be monitored 24x7x365 by MX vendors. MX and its vendors will maintain hosted services agreements that guarantee at least 99.8% uptime per calendar month, not including scheduled downtime. In the event of unexpected downtime, MX will notify Participant via e-mail or other electronic method such as the MX landing page.

VII. **Implementation**. Implementation services include assisting with VPN and other connectivity services, channel/feed development and configuration, mapping, patient or provider attribution, routing configuration, technical testing, project management, business analysis and other activities that enable Participant's contribution of data to the MX System.

VIII. **Primary Source Verification**. Participant shall, at MX's reasonable request, work with MX to verify that the information in any CCD or FHIR file provided by Participant or a Participant Affiliate to MX and integrated into the System matches the actual original primary source data.

IX. **Fees.** Participant shall pay the following fees to MX for use of the Services:

a. Implementation Fees. Participant shall pay an implementation fee of $25,000, which shall be invoiced as of two weeks following the Effective Date. In the event that Participant delivers its initial patient panel that complies with the MX Data Submission Guide (DSG) to MX within fourteen (14) days of the Effective Date, the Implementation Fee will be reduced to $12,500. Participant agrees to permit MX to apply for any available state funding for the implementation and/or utilization of the Services and MX may provide any information required by the state about this Agreement or the relationship between Participant and MX as part of such application.

b. Subscription Fees.

1. Fees. Participant shall submit to MX a patient panel within thirty (30) days of the Effective Date, and regularly thereafter as reasonably requested by MX. The number of individuals subject to the Subscription Fees (defined below) ("**Included Lives**") will be established by MX from the patient panel(s) submitted by Participant. For each Calendar Quarter, Participant shall pay to MX the greater of (1) $15,000 (the "**Minimum Fee**") or (2) the total number of Included Lives on the last day of each Calendar Quarter multiplied by $0.25 (collectively, the "**Subscription Fees**").

2. Pro-rated Subscription Fees.

i. Following Go-Live Date. If Participant's Go-Live Date occurs during a Calendar Quarter, Participant shall pay pro-rated Subscription Fees for that Calendar Quarter equal to: (i) Participant's Subscription Fees (calculated pursuant to Section VIII.b.1 of this Exhibit), multiplied by (ii) the number of days from the Go-Live Date to the end of that Calendar Quarter, and divided by (iii) the total number of days in that Calendar Quarter.

Docusign Envelope ID: 0D67795B-1CFE-427E-937A-43048852AF19

ii. Upon Termination. If either Party terminates the Agreement, then Participant shall owe to MX all Subscription Fees accrued up to and through the termination date. If the termination date occurs during a Calendar Quarter, Participant shall pay pro-rated Subscription Fees which shall equal: (i) Participant's Subscription Fees (calculated pursuant to Section I of this Exhibit 2), multiplied by (ii) the number of days from the beginning of that Calendar Quarter through the termination date, and divided by (iii) the total number of days in that Calendar Quarter.

iii. Annual Fee Adjustment. On the first day of the first complete Calendar Quarter following each anniversary of the Effective Date, the Subscription Fees (including, for purposes of clarity, the Minimum Fee) shall increase by 5%. For example, if the Effective Date is February 12, 2024, the Subscription Fees shall increase by 5% each April 1, beginning April 1, 2025.

Docusign Envelope ID: 0D67795B-1CFE-427E-937A-43048852AF19

EXHIBIT 2

DATA CONTRIBUTION REQUIREMENTS

Participants, including each of the Participant Affiliates, will contribute Patient Data in accordance with the schedules described below, over a secure connection configured by MX and Participant, and as set forth in the Data Submission Guidelines. Participants shall adhere to the Data Submission Guidelines when submitting Patient Data to MX. The provisions in this Exhibit 2 below that are not applicable to Participant are for informational purposes as to MX's intent to obtain such data from NP Participants. Those provisions not applicable to Participant are not a guarantee or promise that MX will obtain such data from all NP Participants.

I. **Hospitals**. Hospital Participants and Participant Affiliates shall provide the following Patient Data to MX:

   a. Admit, discharge and transfer data ("**ADT messages"**), within ninety (90) days of the Effective Date, and regularly thereafter;

   b. ORU messages, within six (6) months of the Effective Date, and regularly thereafter;

   c. CCDAs (discharge summaries, transition of care documents) within six (6) months of the Effective Date, and regularly thereafter; and

   d. Pharmacy Orders ("**RDE messages**"), within six (6) months of MX's initial request, and regularly thereafter.

II. **Physician and Ambulatory Practices**. Physician and ambulatory practice Participants and Participant Affiliates will provide the following Patient Data to MX:

   a. Patient panel within thirty (30) days of the Effective Date, and regularly thereafter;

   b. Lab data from national reference labs and transcribed radiology reports by signing an authorization form allowing labs and other entities to send the Participant's data to MX, as of the Effective Date, and regularly thereafter. Lab and radiology authorization forms to be provided by MX if applicable and are included by reference herein; and

   c. CCDAs (care summaries) within sixty (60) days of the Effective Date, and regularly thereafter.

III. **Health Plans**. Health Plan Participants and Participant Affiliates will provide the following Patient Data to MX:

   a. Eligibility files for health plan enrollees (that define the identities of lives covered by the health plan) within thirty (30) days of the Effective Date, and regularly thereafter;

   b. Provider files for Health Plan providers within six (6) months of the Effective Date, and regularly thereafter; and

   c. Medical and pharmacy claims data for health plan enrollees, within twelve (12) months of the Effective Date, and regularly thereafter.

IV. **IPAs**. Independent Physician Association Participants and Participant Affiliates will provide the following Patient Data to MX: Eligibility files for IPA members (that define the identities of lives covered by the Participant), no later than within thirty (30) days of the Effective Date, and regularly thereafter.

V. **SNFs**. Skilled Nursing Facility Participants and Participant Affiliates will provide the following Patient Data to MX:

   a. Patient panel within thirty (30) days of the Effective Date, and regularly thereafter;

Docusign Envelope ID: 0D67795B-1CFE-427E-937A-43048852AF19

b. ADT messages within six (6) months of the Effective Date, and regularly thereafter if available from the electronic health record system;

c. Lab data from national reference labs and transcribed radiology reports by signing an authorization form allowing labs and other entities to send the Participant's data to MX, as of the Effective Date, and regularly thereafter. Lab and radiology authorization forms to be provided by MX if applicable and are included by reference herein; and

d. CCDAs (care summaries) within six (6) months of the Effective Date, and regularly thereafter.

VI. **ACOs**. Accountable Care Organization Participants will provide to MX the following for Patients that are both attributed to the ACO and are Patients of ACO Participants (with signed MX Participation Agreements) within six (6) months of the Effective Date and regularly thereafter: A Patient Panel associating each patient with the appropriate ACO Participant.

VII. **Public Health Departments**. Public Health Department Participants and Participant Affiliates will provide the following Patient Data to MX: patient panels no later than within thirty (30) days of the Effective Date, and regularly thereafter.

In addition to the requirements set forth above, as other Patient Data become relevant to the HIE, the Parties shall work together to develop a timeline for Participant to contribute such Patient Data to MX. If the Parties do not agree on a timeline within three (3) months after MX sends the notice requesting additional Patient Data to Participant, or MX does not receive such Patient Data pursuant to the Parties' timeline, either Party may terminate this Agreement by providing thirty days' notice to the other Party.

Participant shall refrain from sending Excluded Health Information (as defined in the Policies). Participants are responsible for complying with applicable laws by filtering any information that should not be provided or disclosed to MX.

Docusign Envelope ID: 0D67795B-1CFE-427E-937A-43048852AF19

EXHIBIT 3

PARTICIPANT DEPARTMENTS AND AFFILIATES

Individually named Participant departments that are included as Participant Affiliates under this Agreement as well as address if separate from the address provided in Section XI.c "Notices" of the Agreement.

Department Name	Org Type	Address	Type 2 NPI

Individually named affiliated Hospitals, Medical Groups, Practices, Health Plans, MSOs or IPAs that are included as Participant Affiliates under this Agreement as well as name and address of clinics & affiliated sites.

Site Name	Org Type	Address	Type 2 NPI

Docusign Envelope ID: 0D67795B-1CFE-427E-937A-43048852AF19

EXHIBIT 4

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("**BAA**") is entered into and effective as of the effective date of the Participation Agreement (the "**Effective Date**"), by and between Manifest MedEx, a California nonprofit public benefit corporation ("**Business Associate**"), and County of Monterey, a political subdivision of the State of California, on behalf of County of Monterey Health Department, on behalf of itself and its affiliates ("**Covered Entity**"). Business Associate and Covered Entity are each a "**Party**" or collectively "**Parties**."

Covered Entity and Business Associate have entered into an agreement (the "**Participation Agreement**") pursuant to which Business Associate provides to Covered Entity certain services that now or in the future shall include, but not be limited to, the creation, receipt, maintenance, data analysis and/or transmission of Protected Health Information (defined below) (as defined in Health Insurance Portability and Accountability Act ("**HIPAA**") and related regulations), on behalf of Covered Entity, for a function or activity regulated by HIPAA (defined below).

In consideration of the foregoing and the promises set forth herein, the Parties agree as follows:

I. **Definitions**.

a. **"Breach of Privacy or Security"** means any access, use, receipt or disclosure of PHI (including electronic PHI) that is not in compliance with Law.

b. "**HIPAA**" means the Health Insurance Portability and Accountability Act and related regulations.

c. "**Protected Health Information**" or "**PHI**" has the meaning as the term is defined at 45 C.F.R. § 164.103, except that as used herein, the term shall refer only to Protected Health Information that Business Associate creates, receives, maintains or transmits on behalf of or from Covered Entity.

d. All capitalized terms used in this BAA not specifically defined otherwise below or in the Participation Agreement shall have the same definitions as given to them under HIPAA.

II. **Obligations of Business Associate**.

a. Compliance with Regulatory Obligations of Business Associate. Business Associate shall perform and comply with all the applicable obligations and requirements imposed upon business associates pursuant to HIPAA.

b. Permitted Receipt, Use and Disclosure of PHI. Business Associate may receive, Use and Disclose PHI to the minimum extent necessary to perform Business Associate's obligations, functions, activities and/or services under the Participation Agreement, and as otherwise permitted or required by this BAA, the Participation Agreement, or Law. Business Associate shall not Use or Disclose PHI in any manner that would violate the requirements of HIPAA if done by Covered Entity.

c. Specified Permitted Uses of PHI. Without limiting the generality of Section II.b (Permitted Use and Disclosure of PHI), Business Associate may Use PHI as follows:

1. For the proper management and administration of Business Associate;

2. To carry out the legal responsibilities of Business Associate;

3. To provide Data Aggregation services relating to the Health Care Operations of Covered Entity or, if applicable, an organized health care arrangement of which the Covered Entity is a member if and to the extent provided by the Participation Agreement or other agreement; and

4. To perform services related to the creation of De-Identified Data.

Docusign Envelope ID: 0D67795B-1CFE-427E-937A-43048852AF19

d. Specified Permitted Disclosures of PHI. Without limiting the generality of Section II.b (Permitted Receipt, Use and Disclosure of PHI), Business Associate may Disclose PHI as follows:

   1. Pursuant to the direction of the Covered Entity; and

   2. For the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate if:

      i. If the disclosure is required by law; or

      ii. If Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that it will be held confidentially and Used or further Disclosed only as required by law or for the purposes for which it was Disclosed to the person, and if the person promptly notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been Breached.

e. Specified Permitted Receipt of PHI. Without limiting the generality of Section 2(b) (Permitted Receipt, Use and Disclosure of PHI), and in addition to Business Associate being permitted to disclose PHI to its Subcontractors subject to section (h) below, Business Associate may receive PHI from another business associate of Covered Entity pursuant to the direction of the Covered Entity.

f. Safeguards. Business Associate shall Use appropriate safeguards and comply, where applicable, with 45 C.F.R. §§ 164.302 through 164.316 with respect to electronic PHI and will apply appropriate safeguards to prevent the Use or Disclosure of the PHI in any form, including electronic form other than as provided for by this BAA.

g. Reporting Unauthorized Uses and Disclosures. Business Associate shall report to Covered Entity, without unreasonable delay, and in accordance with the deadlines provided below, any Use or Disclosure of PHI not permitted by this BAA of which Business Associate becomes aware. Without limiting the generality of the foregoing:

   1. Following the discovery of (i) any access to, Use or Disclosure of PHI which is not permitted by the Participation Agreement or (ii) any Security Incident, Business Associate shall notify Covered Entity by contacting Covered Entity's designated privacy contact person without unreasonable delay, and in no case later than forty-eight (48) hours after discovery of the Breach of Privacy or Security or Security Incident; provided, however, that the Parties acknowledge and agree that this Section constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below) for which notice to Covered Entity by Business Associate shall be required only upon request. "Unsuccessful Security Incidents" shall include, but not be limited to, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, Use or Disclosure of PHI. Covered Entity will advise Business Associate of any subsequent changes to the privacy contact person's contact information.

   2. In the event of a Breach of Privacy or Security, Business Associate shall without unreasonable delay carry out an investigation and shall provide reasonably frequent updates to Covered Entity as to the results of the investigation, including, as soon as reasonably possible, the identification of each Patient whose PHI has been, or is reasonably believed to have been, accessed, acquired, or Disclosed during any Breach of Privacy or Security.

   3. Business Associate shall cooperate with Covered Entity and shall provide that assistance as Covered Entity may reasonably request so that Covered Entity may comply with any obligations it may have to investigate, remediate, mitigate, report, and or otherwise notify third parties of that Breach of Privacy or Security.

Docusign Envelope ID: 0D67795B-1CFE-427E-937A-43048852AF19

h. Arrangements with Subcontractors. Business Associate shall enter into a BAA with any Subcontractor of Business Associate that creates, receives, maintains, or transmits PHI on behalf of Business Associate, pursuant to which the Subcontractor shall agree to comply with the applicable requirements of HIPAA and the same (or more stringent) restrictions and conditions that apply to Business Associate with respect to that PHI pursuant to this BAA, and pursuant to which Business Associate shall obtain satisfactory assurances that the Subcontractor shall appropriately safeguard that PHI.

i. Individuals' Access to PHI. Business Associate shall make available PHI in a designated record set as necessary to satisfy the requirements of 45 C.F.R. § 164.524.

j. Individuals' Request for Amendments to PHI. Business Associate shall incorporate amendments to PHI as and to the extent required for compliance with 45 C.F.R. § 164.526.

k. Individuals' Requests for Accountings of Disclosures. Business Associate shall document Disclosures of PHI and provide information sufficient to respond to a request by a Patient for an Accounting of Disclosures in compliance with 45 C.F.R. § 164.528.

l. Other Obligations. To the extent that Business Associate is, pursuant to the Participation Agreement or this BAA, responsible to carry out an obligation of Covered Entity under HIPAA, Business Associate shall comply with the requirements of HIPAA that apply to Covered Entity in the performance of that obligation.

m. Books and Records. Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of PHI received from or created or received by Business Associate on behalf of Covered Entity, available to the Secretary for purposes of determining Covered Entity's or Business Associate's compliance under HIPAA.

III. **Obligations of Covered Entity**.

a. Notice of Change in Privacy Practices. Covered Entity shall notify Business Associate of any limitation(s) in Covered Entity's Notice of Privacy Practices in accordance with 45 C.F.R. §164.520, to the extent that that limitation may affect Business Associate's Use or Disclosure of PHI, as soon as reasonably practicable, and in no case more than ten (10) business days after the change to the notice of privacy practices containing such limitation.

b. Notice of Change in Permissions. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an individual to Use or Disclose PHI, to the extent that that change may affect Business Associate's Use or Disclosure of PHI, as soon as reasonably practicable, and in no case more than ten (10) business days after the date when Covered Entity learns of the change in permissions. Business Associate shall abide by each change in, or revocation of, permission described above in this clause (b).

c. Notice of Change in Use. Covered Entity shall notify Business Associate of any restriction to the Use or Disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. §164.522, to the extent that that restriction may affect Business Associate's Use or Disclosure of PHI, as soon as reasonably practicable, and in no case more than ten (10) business days after the date when Covered Entity learns of the restriction. Business Associate shall abide by each restriction described above in this clause (c).

d. Appropriate Requests. Covered Entity shall not request that Business Associate Use or Disclose PHI in any manner that would not be permissible under HIPAA if done by Covered Entity.

IV. **Term and Termination.**

a. Term. Subject to the other provisions of this Section IV (Term and Termination), the term of this BAA shall be coextensive with that of the Participation Agreement.

Docusign Envelope ID: 0D67795B-1CFE-427E-937A-43048852AF19

b. Breach Pattern of Practice. If a Party knows of a pattern of activity or practice by the other Party that constitutes a material breach or violation of its obligations under HIPAA or this BAA, such Party shall notify the other Party of that breach. If such other Party is unsuccessful in curing that breach within a reasonable time period specified by the notifying Party, the notifying Party may terminate this BAA and the Participation Agreement, if feasible, upon written notice to the other Party.

c. Conduct Upon Termination. Upon termination or expiration of this BAA, Business Associate and Covered Entity acknowledge that return or destruction of PHI is not feasible. Accordingly, Business Associate shall extend the protections of this BAA, including Section 2(e) (Safeguards), to any that PHI for so long as it is not destroyed, and limit further uses and Disclosures of that PHI to those purposes that make the return or destruction not feasible, for as long as Business Associate or any Subcontractor of Business Associate maintains that PHI. Upon the expiration of this period of infeasibility, if any, Business Associate shall destroy all PHI that it has retained. If PHI is to be destroyed pursuant to this Section 4(c) (Conduct Upon Termination) or pursuant to the Participation Agreement, Business Associate shall certify in writing to Covered Entity that that PHI has been destroyed.

V. **Relationship to Participation Agreement**. In the event that a provision of this BAA is contrary to a provision of the Participation Agreement pertaining to Business Associate's performance of its obligations as a business associate, the provisions of this BAA shall control.

VI. **Cooperation**. The Parties acknowledge that certain breaches or violations of this BAA may result in litigation or investigations pursued by federal or state governmental authorities of the United States resulting in civil liability or criminal penalties. Each Party shall cooperate in good faith in all respects with the other Party in connection with any request by a federal or state governmental authority for additional information and documents or any governmental investigation, complaint, action or other inquiry.

VII. **Amendment**. The Parties agree to take that action from time to time as is necessary to amend this BAA for Covered Entity and Business Associate to comply with HIPAA or other applicable law. The Parties agree that this BAA may only be modified by mutual written amendment, signed by both Parties, effective on the date set forth in the amendment.

VIII. **Interpretation**. Any ambiguity in this BAA shall be interpreted to permit compliance with HIPAA.

IX. **Notices.** Any Notice required pursuant to this BAA shall be addressed to the appropriate Party as provided below, or at such other address as the receiving Party may designate in writing from time to time, and shall be effective: (i) on the date of delivery if given in writing and hand delivered; (ii) on the date received, if sent by overnight courier with written proof of receipt, or by First Class United States Mail with postage prepaid and return receipt received; or (iii) the date sent by electronic mail so long as the sending Party does not receive a message in return that the electronic message is undeliverable. Refusal to accept delivery will be deemed receipt.

If to Covered Entity:
County of Monterey
Attn: Shiba Sumeshwar, Privacy Officer
Address: 1270 Natividad Rd.
Salinas, Ca. 93906
Email: sumeshwarsd@countyofmonterey.gov

If to Business Associate:
Manifest MedEx
Attn: Privacy Officer
3993 Jurupa Ave.
Riverside, CA 92506
Email: legal@manifestmedex.org

Docusign Envelope ID: 0D67795B-1CFE-427E-937A-43048852AF19

In witness whereof, Covered Entity and Business Associate have entered into this BAA as of the Effective Date.

Business Associate

By: _____

Name: Erica Galvez

Title: CEO

Date: _____

Covered Entity

By: _____

Name: _____

Title: _____

Date: _____

Approved as to Form
(County Counsel)

By: _____

Name: _____

Title: _____

Date: _____

Approved as to Fiscal Provisions
(Auditor/Controller)

By: _____

Name: _____

Title: _____

Date: _____

Docusign Envelope ID: 698B8394-CDAE-4C9C-A588-4700332E5225

CITY OF GREENFIELD
FACILITY USE APPLICATION
AND KEY USE POLICY

Company/Organization: County of Monterey, on behalf the Health Department

Contact Name: Tiffanie Morla Driver's License #:

Address: 1270 Natividad Rd., Salinas, CA 93906

Phone #: 755-4950 Alternate Phone #: 202-1119

Email: morlat@countyofmonterey.gov Fax #:

Type of Event: Client Community Event

Event Date: 2026-2029 Day of the Week: tbd Start Time: tbd End Time: tbd Number of People Attending: 20-50

Facility/Field Requested: Community Center Option 1

Specific Areas: 1351 Oak Ave. Greenfield, CA 93927

INITIAL _____ I hereby attest that the information contained in this application is true and correct. I understand that this is only an application and not a guarantee that a permit will be issued. If a permit is issued, I agree that: (1) if any of the information contained in the application is found to be false; or (2) should my conduct, or the conduct of any participants or guests, not be as described in the application; or (3) should any applicable city, county, state or federal rules, regulations, codes or laws be violated, any reservation issued shall automatically become null and void and any activity associated with this reservation will immediately cease.

INITIAL _____I agree that my access to and use of, and/or my company/organization's access to and use of, the requested facilities is NON-EXCLUSIVE and is subject to access and use as granted by the City to other individuals, organizations, and companies. I acknowledge, understand, and agree that neither I, nor my company/organization have the authority to deny access to other individuals, organizations, or companies that have been granted access to the requested facilities by the City.

INITIAL _____ I also agree that if provided a key for non-exclusive use of any city facility, that the key will remain in my sole possession and that I will lock all doors following use. All keys issued are the property of the City of Greenfield and must be returned no later than 24 hours following completion of the event. No user is permitted to duplicate City keys. Report loss or theft of keys to the City Manager.

INITIAL _____ I also agree that I will: (1) be financially responsible for any costs incurred by the city for damages to city property; (2) be financially responsible to reimburse city reasonable attorney fees to enforce the provisions of any permit that is issued for the event described in this application; (3) forfeit all fees and deposits as partial compensation to city for any costs associated with the enforcement of the provision of the application or permit; (4) forfeit all fees and deposits if it is determined that I have provided false information on the application; (5) be financially responsible for any city costs that exceed fees and deposits already collected by the city for enforcement of provisions related to this application or reservation.

INITIAL _____ The users agree to indemnify, defend and hold harmless the City of Greenfield, its officials, employees, agents, and volunteers from all actions, liabilities, claims, damage to personals or property, losses, costs, penalties, obligations, errors, or omissions that may be asserted or claimed by any person , firm, or entity arising out of or in connection with the activities conducted by the applicant, whether or not there is concurrent passive or active negligence on the park of the City of City Personnel. This shall be a continuing release and shall remain in effect until revoked in writing.

Docusign Envelope ID: 698B8394-CDAE-4C9C-A588-4700332E5225

BY SIGNING THIS FORM, I/WE HEREBY CERTIFY THAT I/WE HAVE READ AND UNDERSTAND ALL THE RULES AND REGULATIONS ASSOCIATED WITH THE USE OF THE SPECIFIED CITY FACILITY. I/WE AGREE TO ABIDE AND ENFORCE THE RULES AND REGULATIONS OF THE CITY OF GREENFIELD DURING MY/OUR USE OF THE FACILITY. I/WE FURTHER CERTIFY THAT I/WE UNDERSTAND THAT FAILURE TO COMPLY WITH THE RULES AND REGULATIONS ASSOCIATED WITH USE OF THE SPECIFIED FACILITY, INCLUDING THOSE SET FORTH IN THIS APPLICATION, MAY RESULT IN THE CITY RESCINDING, RESTRICTING, LIMITING, OR DENYING MY/OUR USE OF CITY FACILITIES.

Signature of Applicant

Date

Date: 2/3/2026

Recreation Manager Signature

Signed by:
Kevin F. Serrano 2/11/2026 | 4:01 PM PST
CF464EA4829E4B5...
Deputy County Counsel

DocuSigned by:
Andrea Valencia 2/11/2026 | 4:08 PM PST
25834C99491E449...
Auditor-Controller Analyst I

PARKING PLAN / MITIGATION OF IMPACT

Note: Parking, traffic congestion and environmental pollution are all factors for concern with events. Please consider and encourage the use of car pools and alternate modes of nonpolluting transportation when planning your event.

Please provide a detailed description of your PARKING plans:

Docusign Envelope ID: 698B8394-CDAE-4C9C-A588-4700332E5225

Program staff will carpool and utilize available street parking or public parking spaces around the facility.

Clients will be notified to come anytime between 1pm-4pm. Clients will trickle into the event in batches not all at once. Clients will be instructed to carpool with their family members.

Please describe your plan for DISABLED PARKING:

Program staff and invited clients will be asked to park at designated disabled parking spots

Please describe your plans to notify all residents, businesses and churches impacted by the event:

This will be a 4hr event held in one day with about 20-50 people that may trickle in between 1-4pm and likely will not have more than 10-15 clients in any given hour between 1-4pm. We anticipate minimal impact to business and churches around the area.

ENTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES

X NO YES Are there any musical entertainment features related to your event? If yes, please state the number of stages, number of bands and type of music.

Number of stages_____ Number of Bands _____

Type of Music _____

X NO YES Will sound amplification be used? If yes, please indicate:

Start Time:_____ AM / PM Finish Time _____AM / PM

Please describe the sound equipment that will be used for your event:

Not Applicable

Contact the Greenfield Police Department at (831) 674-5111 for further information and permit.

NO X YES Any Signs, Banners, Decorations, Special Lighting? If Yes, Please describe:

Signs directing participants to the location and decorations in the actual room to fit theme of the event .

SAFETY / SECURITY / ACCESSIBILITY

Please describe your procedures for both crowd control and internal security:

Docusign Envelope ID: 698B8394-CDAE-4C9C-A588-4700332E5225

Program staff will be stationed in each activity location (i.e. check client blood pressure station) as appropriate to the amount participants expected. We have clients who will trickle in and leave at various times between 1pm - 4pm.

Please describe your accessibility plan for access at your event by individuals with disabilities:

The program staff are trained Registered Nurses and the families invited are their client whom they've worked with for several months. Each nurse will assist their clients.

X NO YES Have you hired any professional security organization to handle security arrangements for this event? If yes, please list:

Security Organization Name: _____

Address: _____

Contact Name: _____

X NO YES Is this a night event? If yes, please state how the event and surrounding area will be illuminated to ensure safety of the participants and spectators:

Docusign Envelope ID: 698B8394-CDAE-4C9C-A588-4700332E5225

Rental Insurance Requirements

The Greenfield Cultural Arts Center (Facilities) is operated by the City of Greenfield. All City of Greenfield facility rentals for user groups as specified in the agreement between the City of Greenfield are administered by the City of Greenfield. Users of our Facilities and /or vendors or other participants shall defend, indemnify and hold harmless the City of Greenfield Partners, and associated officers, directors, agents, employees and volunteers from and against any and all demands, claims, actions, losses, liabilities, damages and costs, including payment of reasonable attorney's fees arising out of or resulting from the facility use agreement, except and in proportion to the extent caused by the negligence or willful misconduct of the City of Greenfield or associated officers, directors, employees, agents, and/or volunteers.

Organizations Renting the Facilities:

We require that you indemnify and hold harmless the City of Greenfield. You must supply a certificate of insurance that include the following information before renting the facilities:

1. The name of the insured must be the same as the organization renting or presenting at the Greenfield Cultural Arts Center, Community Center or other Facilities.
2. The current policy dates must encompass the dates you plan to use the facilities.
3. The certificates must state clearly that Participant Liability is included.
4. A separate certificate shall be issued naming each of the following entities as an additional insured:

Certificate #1:
City of Greenfield
1351 Oak Ave
Greenfield, CA 93927

Presenters:

Each Presenter running programs or events at our facilities must first supply one certificate of Commercial General Liability insurance. The coverage must be no less than $2,000,000. The certificate must show clearly that product liability coverage is included, and must otherwise conform to the requirements above.

I have read and agree to abide with the terms of this **Rental Application**, including the companion

Rental Insurance Requirements Document that details the total scope of the agreement.

Authorized Representative's Signature _____ Date ____/____/____