

Monterey County

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



Meeting Agenda - Final-Revised

Tuesday, January 5, 2021

10:30 AM

IMPORTANT COVID-19 NOTICE ON PAGE 2-4

AVISO IMPORTANTE SOBRE COVID-19 EN LA PAGINA 2-4

<https://montereycty.zoom.us/j/95341687676> - For the AM Session

<https://montereycty.zoom.us/j/224397747> - For the PM Session

Board of Supervisors

Chair Supervisor Chris Lopez - District 3

Vice Chair Supervisor Jane Parker - District 4

Supervisor Luis A. Alejo - District 1

Supervisor John M. Phillips - District 2

Supervisor Mary L. Adams - District 5

Important Notice Regarding COVID 19

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

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

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

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

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

b. if you are watching the live stream of the Board meeting, you may submit your comment, limited to 250 words or less, to the Clerk of the Board at publiccomment@co.monterey.ca.us. General public comment must be received during the General Public Comment item on the agenda, and comments on specific agenda items must be received as it is being heard. In an effort to assist the Clerk in identifying the agenda item relating to your public comment please indicate in the Subject Line, the meeting body (i.e. Board of Supervisors Agenda) and item number (i.e. Item No. 10). Every effort will be made to read your comment into the record, but some comments may not be read due to time limitations. Comments received after an agenda item will be made part of the record if received prior to the end of the meeting.

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

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

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

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

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

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

Aviso importante sobre COVID 19

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

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

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

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

a. envíe su comentario por correo electrónico antes de las 5:00 p.m. el lunes anterior a la reunión de la Junta. Envíe su comentario al Secretario de la Junta a cob@co.monterey.ca.us. En un esfuerzo por ayudar al Secretario a identificar el ítem de la agenda relacionado con su comentario público, indique en la línea de asunto, el cuerpo de la reunión (es decir, la agenda de la Junta de Supervisores) y el número de ítem (es decir, el ítem No. 10). Su comentario se colocará en el registro en la reunión de la Junta.

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

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

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

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

+1 669 900 6833 EE. UU. (San José)
+1346248 7799 EE. UU. (Houston)
+1312626 6799 EE. UU. (Chicago)
+1929205 6099 EE. UU. (Nueva York)
+1 253 215 8782 EE. UU.
+1301715 8592 EE. UU.

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

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

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

The Board of Supervisors welcomes you to its meetings, which are regularly scheduled each Tuesday. Your interest is encouraged and appreciated. Meetings are held in the Board Chambers located on the first floor of the Monterey County Government Center, 168 W. Alisal St., Salinas, CA 93901.

As a courtesy to others, please turn off all cell phones and pagers prior to entering the Board Chambers.

ALTERNATE AGENDA FORMATS: If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 USC Sec. 12132), and the federal rules and regulations adopted in implementation thereof. Individuals with a disability requiring a modification or accommodation, including auxiliary aids or services, in order to participate in the public meeting may make these requests to the Clerk of the Board Office.

CEREMONIAL/APPOINTMENTS/OTHER BOARD MATTERS: These items may include significant financial and administrative actions, and items of special interest, usually approved by majority vote for each program. The regular calendar also includes "Scheduled Items," which are noticed hearings and public hearings.

CONSENT CALENDAR: These matters include routine financial and administrative actions, appear in the supplemental section by program areas, and are usually approved by majority vote.

TO ADDRESS THE BOARD ON A MATTER ON THE AGENDA: Walk to the podium and wait for recognition by the Chair. In order that all interested parties have an opportunity to speak, please be brief and limit your comments to the specific subject under discussion. Time limitations shall be at the discretion of the Chair, with equal time allocated to opposing sides of an issue insofar as possible. Allocated time may not be reserved or granted to others, except as permitted by the Chair. On matters for which a public hearing is required, please note that a court challenge to the Board's action may be limited to only those issues raised at the public hearing or in correspondence delivered to the Board at or before the public hearing.

TO ADDRESS THE BOARD DURING PUBLIC COMMENT: Members of the public may address comments to the Board concerning each agenda item and may comment when the Chair calls for general public comment for items that are not on the day's agenda. The timing of public comment shall be at the discretion of the Chair.

DOCUMENT DISTRIBUTION: Documents related to agenda items that are distributed to the Board less than 72 hours prior to the meeting shall be available for public inspection at the Clerk of the Board Office, 168 W. Alisal Street, 1st Floor, Salinas, CA. Documents distributed to the Board at the meeting by County staff will be available at the meeting; documents distributed to the Board by members of the public shall be made available after the meeting.

INTERPRETATION SERVICE POLICY: The Monterey County Board of Supervisors invites and encourages the participation of Monterey County residents at its meetings. If you require the assistance of an interpreter, please contact the Clerk of the Board located in the Monterey County Government Center, 168 W. Alisal St., Salinas - or by phone at (831) 755-5066. The Clerk will make every effort to accommodate requests for interpreter assistance. Requests should be made as soon as possible, and at a minimum 24 hours in advance of any meeting of the Board of Supervisors.

La Cámara de Supervisores del Condado de Monterey invita y apoya la participación de los residentes del Condado de Monterey en sus reuniones. Si usted requiere la asistencia de un interprete, por favor comuníquese con la oficina de la Asistente de la Cámara de Supervisores localizada en el Centro de Gobierno del Condado de Monterey, (Monterey County Government Center), 168 W. Alisal, Salinas – o por teléfono al (831) 755-5066. La Asistente hará el esfuerzo para acomodar los pedidos de asistencia de un interprete.

Los pedidos se deberán hacer lo mas pronto posible, y a lo mínimo 24 horas de anticipo de cualquier reunión de la Cámara de Supervisores.

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

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

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

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

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

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

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

Please join the Virtual Swearing in as follows:

"The Swearing-in Ceremony will allow for participation in a separate Zoom Meeting and may be joined by using the following Meeting ID: 95341687676 or by using the following hyperlink - <https://montereycty.zoom.us/j/95341687676>. No passcode is required.

You will enter a virtual waiting room temporarily and shortly be admitted into the Swearing-in Ceremony. Your video and audio will be turned off by default. If you wish to speak, please use the raise hand function (*9 via Dial-in Phone) and you will be asked to turn your video and audio on. When given the ability to participate, please be aware of any background noise and visuals to provide clear and comfortable communication."

10:30 A.M. - Call to Order

Roll Call

Pledge of Allegiance

National Anthem

Swearing In Ceremony

*Supervisor Elect Wendy Root Askew
Supervisor Luis A. Alejo
Supervisor Mary L. Adams*

Nomination

1. Nominate and elect members of the Monterey County Board of Supervisors to serve as 2021 Chair and Vice Chair and presentation of plaque to outgoing Chair Chris Lopez.
 - a. Comments by outgoing Chair
 - b. Comments by incoming Chair
 - c. Comments by other Supervisors

12:00 P.M. - Recess to Lunch

NOTE change in Zoom link:

For ZOOM Webinar participation please join by computer audio at:

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

1:30 P.M. - Reconvene**Roll Call****Additions and Corrections by Clerk**

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

Consent Calendar- (See Supplemental Sheet)

2. Approval of Consent Calendar Items No. 24 through 36.

Appointments

3. Reappoint Sheree Goldman to the Domestic Violence Coordinating Council representing District 5 with a term ending on January 1, 2025. (District 5- Supervisor Mary L. Adams)

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

4. Appoint Bonnie Adcox to the East Garrison Community Services District Advisory Committee- Alternate with a term ending date of January 31, 2023. (District 4- Supervisor Wendy R. Askew)

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

5. Reappoint Fred Brown to CSA-1 with a term ending on June 30, 2023. (District 5- Supervisor Mary L. Adams)

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

6. Reappoint Cynthia Buhl to CSA-50 with a term ending date of January 1, 2024. (District 5- Supervisor Mary L. Adams)

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

7. Reappoint Linda Cooperman to CSA-1 with a term ending on June 30, 2022. (District 5- Supervisor Mary L. Adams)

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

8. Reappoint Richard Denier to CSA-50 with a term ending date of January 1, 2023.
(District 5- Supervisor Adams)
- Attachments:** [Notification to Clerk of Appt- Denier](#)
9. Reappoint Craig Evans to the Monterey County Fish & Game Advisory Commission with a term ending date of January 31, 2023. (District 4- Supervisor Wendy R. Askew)
- Attachments:** [Notification to Clerk of Appt- Evans](#)
10. Reappoint Morgan Gilman to CSA-1 with a term ending on June 30, 2022. (District 5- Supervisor Mary L. Adams)
- Attachments:** [Notification to Clerk of Appt- Gilman](#)
11. Reappoint Lorin Letendre to CSA-1 with a term ending date of June 30, 2023. (District 5- Supervisor Mary L. Adams)
- Attachments:** [Notification to Clerk of Appt- Letendre](#)
12. Appoint Christopher Long to the East Garrison Community Services District Advisory Committee as an Alternate with a term ending date of January 31, 2023. (District 4- Supervisor Wendy R. Askew)
- Attachments:** [Notification to Clerk of Appt- Long](#)
13. Reappoint Lance Monosoff to CSA-50 with a term ending date of January 1, 2023. (District 5- Supervisor Mary L. Adams)
- Attachments:** [Notification to Clerk of Appt- Monosoff](#)
14. Reappoint Dick Peery to CSA-1 with a term ending date of June 30, 2023. (District 5- Supervisor Mary L. Adams)
- Attachments:** [Notification to Clerk of Appt- Peery](#)
15. Reappoint Nancy Skager to CSA-15 with a term ending date of January 1, 2022. (District 5- Supervisor Mary L. Adams)
- Attachments:** [Notification to Clerk of Appt- Skager](#)
16. Reappoint Viviana Gama to the Housing Authority of the County of Monterey Board of Commissioners with a term ending date of January 1, 2023. (Full Board)
- Attachments:** [Notification to Clerk of Appt-Gama](#)
17. Reappoint Fred Brown to CSA-1 with a term ending date of June 30, 2023. (District 5- Supervisor Mary L. Adams)
- Attachments:** [Notification to Clerk of Appt- Brown](#)

Other Board Matters

18. Board Comments
19. County Administrative Officer Comments and Referrals

Attachments: [Referrals 1-05-21](#)

- 20.
- a. Receive a consolidated list of responses from each member of the Board of Supervisors which includes their preferred board, committee and commission assignments for calendar year 2021;
 - b. Dissolve the Fort Ord Committee and the Ad Hoc 2020 Census Steering Committee which have served their intended purposes;
 - c. Receive recommendations from members of the Board of Supervisors regarding proposed changes to 2021 committees, ad hoc committees, and appointments; and,
 - d. Direct the County Administrative Officer to work with the Chair of the Board to add an action item to the January 12, 2021 meeting of the Board of Supervisors to appoint Board members to serve on boards, committees and commissions for calendar year 2021.

Attachments: [Board Report](#)
[EXHIBIT A - 2021 Appointment Preferences](#)
[EXHIBIT B - 2020 Board Ad Hoc Committees](#)
[EXHIBIT C - 2020 Board Standing Committees](#)

21. General Public Comments

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

1:30 P.M. - Scheduled Matters

- 22.
- a. Briefing and update on COVID-19, including impacts, and action, proposals and plans to address (verbal report);
 - b. Provide direction to staff to address COVID-19
- 23.
- a. Receive a presentation on SB1383- The Short-Lived Climate Pollutants Act;
 - b. Direct staff to develop a Strategic Roadmap for interdepartmental coordination for SB1383 and use that roadmap to work towards compliance with the law;
 - c. Direct staff to coordinate with County solid waste operators and processors, haulers, and jurisdictions to plan for and implement measures to meet the goals and

deadlines associated with SB1383
d. Provide other direction to staff.

Attachments: [Board Report](#)
 [SB 1383 Non-Compliance Penalties](#)
 [CAL Recycle SB1383 Presentation](#)
 [SB 1383 Roadmap Timeline](#)

Adjournment

To Adjourn in Memory of Jeff Taylor (ADDED VIA ADDENDA)

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

- 24.** a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 1 to the agreement (A-14474) with Johnson Controls, Inc. for repair and maintenance services on automation for heating, ventilation, air conditioning and the variable frequency drive (VFD) system at NMC, adding \$300,000 for a revised total agreement amount not to exceed \$450,000, with no changes to the current agreement term September 1, 2019 through August 31, 2022.

Attachments: [Board Report](#)
[Johnson Controls Inc. Amendment 1](#)
[Johnson Controls Inc. Agreement](#)

- 25.** Adopt Resolution to:
- a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A to adjust the salary range for the classification of Medical Laboratory Technician, as indicated; and
- b. Direct the Human Resources Department to implement the changes in the Advantage HRM System.

Attachments: [Board Report](#)
[01.05.2021 - RESOLUTION](#)

Health Department

- 25.1** Adopt a resolution ratifying the Local Health Emergency for the Monterey County Fires Incident as declared by Edward Moreno, Health Officer of the County of Monterey. (ADDED VIA ADDENDA)

Attachments: [Board Report](#)
[Resolution](#)
[Res 20-384 Board Order and Resolution](#)
[RES 20-359 Board Order and Resolution](#)
[Res 20-332 Board order and Resolution](#)
[Res 20-298 Board Order and Resolution](#)
[Declaration of Local Health Emergency 9.10.20](#)
[Declaration of Local Health Emergency 9.3.20](#)
[Resolution](#)

Department of Social Services

26. a. Approve and authorize the Director of the Department of Social Services to sign a zero-cost Memorandum of Understanding with the Housing Authority for the County of Monterey to cooperatively serve meals to eligible seniors effective January 5, 2021 through June 30, 2026; and
- b. Authorize the Director of the Department of Social Services to sign up to three (3) amendments to this Memorandum of Understanding where the amendments do not encompass payments and do not significantly change the scope of work.

Attachments: [Board Report](#)
[Housing Authority County of Monterey MOU](#)

27. a. Approve and authorize the Director of the Department of Social Services to execute an agreement with the University Corporation at Monterey Bay for \$250,236 effective January 5, 2021 through June 30, 2021 to implement and operate a county-wide homeless outreach and encampment response team with modifications to the County's standard indemnification provisions; and
- b. Authorize the Director of the Department of Social Services to sign up to (3) amendments to this Agreement where the total amendments do not exceed 10% (\$25,023) of the original contract amount and do not significantly change the scope of work.

Attachments: [Board Report](#)
[CSUMB 2021](#)
[HHAP Budget Modification Plan](#)

Criminal Justice

28. a. Approve and authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to sign Amendment 1 with TracNet, Incorporated for a comprehensive software management system, that serves several Sheriff's Office divisions and other county and external partners, for \$541,823.00 for a new not to exceed total of \$1,321,839.00 and extend the term of the agreement two (2) years and four (4) months with a new end date of June 30, 2023 (2/23/2018 to 6/30/2023).
- b. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute up to two (2) additional one (1) year amendments to the contract, provided the amendments do not significantly change the scope of services and each amendment does not add more than \$350,000.00 per amendment.

Attachments: [Board Report](#)
[Attachment C TracNet Board Order and Agreement](#)
[Attachment B TracNet Amendment #1 to Agreement A-13561](#)
[Attachment A TracNet Exhibit E-1](#)

29. Approve and Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to sign the agreement with ChemImage, a vero vision mail screener, for \$160,369.00, effective upon signature and will terminate two years after installation of equipment.

Attachments: [Board Report](#)
[Attachment A-Agreement between MCO & ChemImage & Justification](#)
[Attachment B-ChemImage Sales Agreement](#)

General Government

30. a. Ratify the execution by the County Contracts/Purchasing Officer, of standard services agreements with ASSET Security with a not to exceed amount of \$1000,000.00 to address the COVID-19 Pandemic and POMA Electric with a not to exceed amount of \$50,000.00 to address the Carmel Valley fire emergencies as outlined in the attached Exhibit A, for periods between September 1, 2020 through December 31, 2020.
- b. Authorize the Contracts/ Purchasing Officer or Contracts/Purchasing Supervisor, to execute amendments to the Agreements in an amount not to exceed 10% of the aggregate total of each agreement, that does not substantially change the scope of the agreement, during the pendency of identified emergencies.

Attachments: [Board Report](#)
[EXHIBIT A Asset-POMA v2 12-01-2020](#)
[Std Agmt ASSET SHS exe 11-09-2020](#)
[Std Agmt Ex A ASSET SHS SOW exe 11-09-2020](#)
[Std Agmt POMA exe 11-10-2020](#)
[St Agmt Ex A POMA exe 11-10-2020](#)

31. Adopt a Resolution to Approve a Zero Property Tax Transfer for the Proposed Carmel Area Wastewater District 2020 Sphere of Influence Amendment/Annexation Proposal.

Attachments: [Board Report](#)
[Zero Property Tax Transfer Reso](#)
[Map 01 - Current & Proposed CAWD Boundaries](#)
[Map 02 - Area 1 Maps](#)
[Map 03 - Area 2 & 3 Map](#)
[Map 04 - Area 4 Map](#)

32. a. Adopt a Resolution to amend Treasurer-Tax Collector Revenue Division Budget Unit 1170-8264-001-TRE001 to reallocate one (1.0) vacant Accounting Clerical Supervisor to one (1.0) Accountant III; and

b. Direct the County Administrative Office and the Auditor-Controller to incorporate the approved changes in the FY 2020-21 Adopted Budget and the Human Resources Department to implement the changes in the Advantage HRM system.

Attachments: [Board Report](#)
[Resolution, Position Reallocation](#)

- 33.** Adopt a resolution to authorize and direct the Auditor-Controller to amend the FY 2020-21 Adopted Budget for the Cannabis Program (001-1050-8533-CAO004) to increase appropriations by \$120,000, financed by a release of \$120,000 from the Cannabis Tax assignment, BSA 001-3132, to pay fees to the California Cannabis Authority (4/5th vote required).

Attachments: [Board Report](#)
[BoS Resolution CCA Administrative Fees Augmentation final](#)

- 34.** Approve and authorize the Contracts/Purchasing Officer or his designee to sign Amendment No. 3 to the County Standard Services Agreement with Certified Employment Service Unlimited Inc. for temporary employment services of required track workers at WeatherTech Raceway Laguna Seca and increase the not to exceed amount of the Agreement by \$325,000 for a total not to exceed amount of \$1,275,000.

Attachments: [Board Report](#)
[Certified Employment Service Unlimited Inc. Agreement](#)
[Amendment No. 1 Certified Employment Service Unlimited Inc.](#)
[Amendment No. 2 Certified Employment Service Unlimited Inc.](#)
[Amendment #3 - Certified Employment Service -vendor signed](#)

- 35.** Approve a recommendation from the Legislative Committee to schedule a special meeting of the Board of Supervisors on January 29, 2021 for the purpose of conducting the 2021 Legislative Workshop and approve the meeting agenda proposed by the Legislative Committee.

Attachments: [Board Report](#)
[EXHIBIT A - DRAFT Legislative Workshop Agenda](#)

Department of Public Works, Facilities and Parks

- 36.** Adopt a resolution to authorize and direct the Auditor-Controller to amend the Fiscal Year 2020/21 Adopted Budget to:
- a. Increase appropriations by \$571,000 in Resource Planning Fund 478, Building Improvement and Replacement Appropriation Unit CAO047, financed by Fund 478 Unrestricted Net Position, (4/5 vote required);
 - b. Increase appropriations by \$571,000 in Capital Projects Fund, Fund 402,

Appropriation Unit RMA014, financed by an operating transfer in of \$571,000 from Resource Planning Fund 478, Building Improvement and Replacement Appropriation Unit CAO047 (4/5 vote required); and

c. Transfer \$571,000 from Resource Planning Fund 478, Building Improvement and Replacement Appropriation Unit CAO047, to Capital Projects Fund, Fund 402, Appropriation Unit RMA014.

Attachments: [Board Report](#)

[Attachment A - 062320 Board Order & Resolution 20-215](#)

[Attachment B-Draft Resolution](#)

Addenda/Supplemental

37.

Addenda:

Add to the Health Department Consent Calendar:

Item 25.1:

Adopt a resolution ratifying the Local Health Emergency for the Monterey County Fires Incident as declared by Edward Moreno, Health Officer of the County of Monterey.

Add to the Adjournment:

To Adjourn in Memory of Jeff Taylor



Monterey County

Item No.1

Board Report

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

Legistar File Number: OBM 21-001

January 05, 2021

Introduced: 12/21/2020

Current Status: Draft

Version: 1

Matter Type: Other Board Matters

Nominate and elect members of the Monterey County Board of Supervisors to serve as 2021 Chair and Vice Chair and presentation of plaque to outgoing Chair Chris Lopez.

- a. Comments by outgoing Chair
- b. Comments by incoming Chair
- c. Comments by other Supervisors



Monterey County

Board Report

Legistar File Number: 21-016

Item No.2

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

January 05, 2021

Introduced: 12/21/2020

Version: 1

Current Status: Draft

Matter Type: General Agenda Item

Approval of Consent Calendar Items No. 24 through 36.



Monterey County

Item No.3

Board Report

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

Legistar File Number: APP 20-156

January 05, 2021

Introduced: 12/1/2020

Current Status: Appointment

Version: 1

Matter Type: Appointment

Reappoint Sheree Goldman to the Domestic Violence Coordinating Council representing District 5 with a term ending on January 1, 2025. (District 5- Supervisor Mary L. Adams)

[Enter Text Here]



NOTIFICATION TO CLERK OF APPOINTMENT

To: Clerk of the Board's Office
From: Supervisor Mary L. Adams

Board of Supervisors Meeting Date: January 5, 2021

Name of Board, Commission, or Committee: Domestic Violence Coordinating Council

Representing: District 5

Name and address of Appointee: Sheree Goldman

Phone Numbers

Cell:

Home:

Business:

Email:

Terms Check one:

New Term ☐

Reappointment ☒

Filling an unexpired term ☐

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

Replacing which member:

TERM EXPIRATION DATE: January 1, 2025

Maddy Act Regulations:

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

Resignation of member ☐

Death of member ☐

Member did not complete term ☐

Other ☐ _____

TERM EXPIRATION DATE:

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

Form Updated 07-16-15



Monterey County

Item No.4

Board Report

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

Legistar File Number: APP 21-001

January 05, 2021

Introduced: 12/18/2020

Current Status: Appointment

Version: 1

Matter Type: Appointment

Appoint Bonnie Adcox to the East Garrison Community Services District Advisory Committee-
Alternate with a term ending date of January 31, 2023. (District 4- Supervisor Wendy R. Askew)
[Enter Text Here]



NOTIFICATION TO CLERK OF APPOINTMENT

To: Clerk of the Board's Office: December 9, 2020

From: (BCC or District Office): Supervisor Wendy Askew, District 4

Board of Supervisors Meeting Date: January 5, 2021

Name of Board, Commission, or Committee:
East Garrison Community Services District Advisory Committee- Alternate

Representing: District 4

Name of Appointee: Bonnie Adcox

Address: _____

Cell: _____

Home: _____

Email: _____

Terms Check one:

New Term ☒ _____

Reappointment _____

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

Replacing which member: _____

NEW TERM EXPIRATION DATE: January 31, 2023

Maddy Act Regulations:

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

Resignation of member _____

Death of member _____

Member did not complete term _____

Other _____

TERM EXPIRATION DATE: _____

Clerks use: _____ Web updated _____ Maddy Book updated _____
Added to Legistream agenda _____ COI Form Updated 12-09-2020



Monterey County

Item No.5

Board Report

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

Legistar File Number: APP 21-002

January 05, 2021

Introduced: 12/18/2020

Current Status: Appointment

Version: 1

Matter Type: Appointment

Reappoint Fred Brown to CSA-1 with a term ending on June 30, 2023. (District 5- Supervisor Mary

L. Adams)

[Enter Text Here]



NOTIFICATION TO CLERK OF APPOINTMENT

To: Clerk of the Board's Office
From: Colleen Courtney for Supervisor Mary L. Adams
Board of Supervisors Meeting Date: January 5, 2021

Name of Board, Commission, or Committee: CSA-1

Representing:

Name and address of Appointee: Fred Brown

Phone Numbers:

Cell:

Home:

Business:

Email:

Terms Check one:

New Term ☐

Reappointment ☒

Filling an unexpired term ☐

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

Replacing which member:

TERM EXPIRATION DATE: June 30, 2023

Maddy Act Regulations:

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

Resignation of member ☐

Death of member ☐

Member did not complete term ☐

Other ☐ _____

TERM EXPIRATION DATE:

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

Form Updated 07-16-15



Monterey County

Item No.6

Board Report

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

Legistar File Number: APP 21-003

January 05, 2021

Introduced: 12/18/2020

Current Status: Appointment

Version: 1

Matter Type: Appointment

Reappoint Cynthia Buhl to CSA-50 with a term ending date of January 1, 2024. (District 5-Supervisor Mary L. Adams)

[Enter Text Here]



NOTIFICATION TO CLERK OF APPOINTMENT

To: Clerk of the Board's Office
From: Colleen Courtney for Supervisor Mary L. Adams
Board of Supervisors Meeting Date: January 5, 2021

Name of Board, Commission, or Committee: CSA-50

Representing:

Name and address of Appointee: Cynthia Buhl
243 Crossroads Boulevard
Carmel, CA 93923

Phone Numbers:

Cell:

Home:

Business: 831-625-4106

Email: cynthiab@pactrust.com

Terms Check one:

New Term ☐

Reappointment ☒

Filling an unexpired term ☐

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

Replacing which member:

TERM EXPIRATION DATE: January 1, 2024

Maddy Act Regulations:

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

Resignation of member ☐

Death of member ☐

Member did not complete term ☐

Other ☐ _____

TERM EXPIRATION DATE:



Monterey County

Item No.7

Board Report

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

Legistar File Number: APP 21-004

January 05, 2021

Introduced: 12/21/2020

Current Status: Appointment

Version: 1

Matter Type: Appointment

Reappoint Linda Cooperman to CSA-1 with a term ending on June 30, 2022. (District 5- Supervisor

Mary L. Adams)

[Enter Text Here]



NOTIFICATION TO CLERK OF APPOINTMENT

To: Clerk of the Board's Office
From: Colleen Courtney for Supervisor Mary L. Adams
Board of Supervisors Meeting Date: January 5, 2021

Name of Board, Commission, or Committee: CSA-1

Representing:

Name and address of Appointee: Linda Cooperman

Phone Numbers:

Cell:

Home:

Business:

Email:

Terms Check one:

New Term ☐

Reappointment ☒

Filling an unexpired term ☐

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

Replacing which member:

TERM EXPIRATION DATE: June 30, 2022

Maddy Act Regulations:

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

Resignation of member ☐

Death of member ☐

Member did not complete term ☐

Other ☐ _____

TERM EXPIRATION DATE:

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

Form Updated 07-16-15



Monterey County

Item No.8

Board Report

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

Legistar File Number: APP 21-005

January 05, 2021

Introduced: 12/21/2020

Current Status: Appointment

Version: 1

Matter Type: Appointment

Reappoint Richard Denier to CSA-50 with a term ending date of January 1, 2023. (District 5-Supervisor Adams)

[Enter Text Here]



NOTIFICATION TO CLERK OF APPOINTMENT

To: Clerk of the Board's Office
From: Colleen Courtney for Supervisor Mary L. Adams
Board of Supervisors Meeting Date: January 5, 2021

Name of Board, Commission, or Committee: CSA-50

Representing:

Name and address of Appointee: Richard Denier

Phone Numbers:

Cell:

Home:

Business:

Email:

Terms Check one:

New Term ☐

Reappointment ☒

Filling an unexpired term ☐

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

Replacing which member:

TERM EXPIRATION DATE: January 1, 2023

Maddy Act Regulations:

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

Resignation of member ☐

Death of member ☐

Member did not complete term ☐

Other ☐ _____

TERM EXPIRATION DATE:

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

Form Updated 07-16-15



Monterey County

Item No.9

Board Report

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

Legistar File Number: APP 21-006

January 05, 2021

Introduced: 12/21/2020

Current Status: Appointment

Version: 1

Matter Type: Appointment

Reappoint Craig Evans to the Monterey County Fish & Game Advisory Commission with a term ending date of January 31, 2023. (District 4- Supervisor Wendy R. Askew)

[Enter Text Here]



NOTIFICATION TO CLERK OF APPOINTMENT

To: Clerk of the Board's Office: December 10, 2020

From: (BCC or District Office): Supervisor Wendy Askew, District 4

Board of Supervisors Meeting Date: January 5, 2021

Name of Board, Commission, or Committee:

Fish & Game Advisory Commission

Representing: District 4

Name of Appointee: Craig Evans

Address: _____

Cell: _____ Home: _____

Email: _____

Terms Check one:

New Term _____

Reappointment **X** _____

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

Replacing which member: _____

NEW TERM EXPIRATION DATE: January 31, 2023

Maddy Act Regulations:

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

Resignation of member _____

Death of member _____

Member did not complete term _____

Other _____

TERM EXPIRATION DATE: _____

Clerks use: _____ Web updated _____ Maddy Book updated _____
Added to Legistream agenda _____ COI Form Updated 12-09-2020



Monterey County

Item No.10

Board Report

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

Legistar File Number: APP 21-007

January 05, 2021

Introduced: 12/21/2020

Current Status: Appointment

Version: 1

Matter Type: Appointment

Reappoint Morgan Gilman to CSA-1 with a term ending on June 30, 2022. (District 5- Supervisor Mary L. Adams)
[Enter Text Here]



NOTIFICATION TO CLERK OF APPOINTMENT

To: Clerk of the Board's Office
From: Colleen Courtney for Supervisor Mary L. Adams
Board of Supervisors Meeting Date: January 5, 2021

Name of Board, Commission, or Committee: CSA-1

Representing:

Name and address of Appointee: Morgan Gilman

Phone Numbers:

Cell:

Home:

Business:

Email:

Terms Check one:

New Term ☐

Reappointment ☒

Filling an unexpired term ☐

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

Replacing which member:

TERM EXPIRATION DATE: June 30, 2022

Maddy Act Regulations:

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

Resignation of member ☐

Death of member ☐

Member did not complete term ☐

Other ☐ _____

TERM EXPIRATION DATE:

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

Form Updated 07-16-15



Monterey County

Item No.11

Board Report

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

Legistar File Number: APP 21-009

January 05, 2021

Introduced: 12/21/2020

Current Status: Appointment

Version: 1

Matter Type: Appointment

Reappoint Lorin Letendre to CSA-1 with a term ending date of June 30, 2023. (District 5- Supervisor Mary L. Adams)
[Enter Text Here]



NOTIFICATION TO CLERK OF APPOINTMENT

To: Clerk of the Board's Office
From: Colleen Courtney for Supervisor Mary L. Adams
Board of Supervisors Meeting Date: January 5, 2021

Name of Board, Commission, or Committee: CSA-1

Representing:

Name and address of Appointee: Lorin Letendre

Phone Numbers:

Cell:

Home:

Business:

Email:

Terms Check one:

New Term ☐

Reappointment ☒

Filling an unexpired term ☐

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

Replacing which member:

TERM EXPIRATION DATE: June 30, 2023

Maddy Act Regulations:

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

Resignation of member ☐

Death of member ☐

Member did not complete term ☐

Other ☐ _____

TERM EXPIRATION DATE:

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

Form Updated 07-16-15



Monterey County

Item No.12

Board Report

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

Legistar File Number: APP 21-010

January 05, 2021

Introduced: 12/21/2020

Current Status: Appointment

Version: 1

Matter Type: Appointment

Appoint Christopher Long to the East Garrison Community Services District Advisory Committee as an Alternate with a term ending date of January 31, 2023. (District 4- Supervisor Wendy R. Askew)
[Enter Text Here]



NOTIFICATION TO CLERK OF APPOINTMENT

To: Clerk of the Board's Office: December 9, 2020

From: (BCC or District Office): Supervisor Wendy Askew, District 4

Board of Supervisors Meeting Date: January 5, 2021

Name of Board, Commission, or Committee:

East Garrison CSD Advisory Committee- Alternate

Representing: District 4

Name of Appointee: Christopher Long

Address: _____

Cell: _____ Home: _____

Email: _____

Terms Check one:

New Term ✓

Reappointment _____

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

Replacing which member: _____

NEW TERM EXPIRATION DATE: January 31, 2023

Maddy Act Regulations:

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

Resignation of member _____

Death of member _____

Member did not complete term _____

Other _____

TERM EXPIRATION DATE: _____

Clerks use: _____ Web updated _____ Maddy Book updated _____
Added to Legistream agenda _____ COI Form Updated 12-09-2020



Monterey County

Item No.13

Board Report

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

Legistar File Number: APP 21-011

January 05, 2021

Introduced: 12/21/2020

Current Status: Appointment

Version: 1

Matter Type: Appointment

Reappoint Lance Monosoff to CSA-50 with a term ending date of January 1, 2023. (District 5-Supervisor Mary L. Adams)

[Enter Text Here]



NOTIFICATION TO CLERK OF APPOINTMENT

To: Clerk of the Board's Office
From: Colleen Courtney for Supervisor Mary L. Adams
Board of Supervisors Meeting Date: January 5, 2021

Name of Board, Commission, or Committee: CSA-50

Representing:

Name and address of Appointee: Lance Monosoff

Phone Numbers:

Cell:

Home:

Business:

Email:

Terms Check one:

New Term ☐

Reappointment ☒

Filling an unexpired term ☐

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

Replacing which member:

TERM EXPIRATION DATE: January 1, 2023

Maddy Act Regulations:

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

Resignation of member ☐

Death of member ☐

Member did not complete term ☐

Other ☐ _____

TERM EXPIRATION DATE:

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

Form Updated 07-16-15



Monterey County

Item No.14

Board Report

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

Legistar File Number: APP 21-012

January 05, 2021

Introduced: 12/21/2020

Current Status: Appointment

Version: 1

Matter Type: Appointment

Reappoint Dick Peery to CSA-1 with a term ending date of June 30, 2023. (District 5- Supervisor

Mary L. Adams)

[Enter Text Here]



NOTIFICATION TO CLERK OF APPOINTMENT

To: Clerk of the Board's Office
From: Colleen Courtney for Supervisor Mary L. Adams
Board of Supervisors Meeting Date: January 5, 2021

Name of Board, Commission, or Committee: CSA-1

Representing:

Name and address of Appointee: Dick Peery

Phone Numbers:

Cell:

Home:

Business:

Email:

Terms Check one:

New Term ☐

Reappointment ☒

Filling an unexpired term ☐

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

Replacing which member:

TERM EXPIRATION DATE: June 30, 2023

Maddy Act Regulations:

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

Resignation of member ☐

Death of member ☐

Member did not complete term ☐

Other ☐ _____

TERM EXPIRATION DATE:

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

Form Updated 07-16-15



Monterey County

Item No.15

Board Report

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

Legistar File Number: APP 21-013

January 05, 2021

Introduced: 12/21/2020

Current Status: Appointment

Version: 1

Matter Type: Appointment

Reappoint Nancy Skager to CSA-15 with a term ending date of January 1, 2022. (District 5-Supervisor Mary L. Adams)

[Enter Text Here]



NOTIFICATION TO CLERK OF APPOINTMENT

To: Clerk of the Board's Office
From: Colleen Courtney for Supervisor Mary L. Adams
Board of Supervisors Meeting Date: January 5, 2021

Name of Board, Commission, or Committee: CSA-15

Representing:

Name and address of Appointee: Nancy Skager

Phone Numbers:

Cell:

Home:

Business:

Email:

Terms Check one:

New Term ☐

Reappointment ☒

Filling an unexpired term ☐

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

Replacing which member:

TERM EXPIRATION DATE: January 1, 2022

Maddy Act Regulations:

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

Resignation of member ☐

Death of member ☐

Member did not complete term ☐

Other ☐ _____

TERM EXPIRATION DATE:



Monterey County

Item No.16

Board Report

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

Legistar File Number: APP 21-014

January 05, 2021

Introduced: 12/21/2020

Current Status: Appointment

Version: 1

Matter Type: Appointment

Reappoint Viviana Gama to the Housing Authority of the County of Monterey Board of Commissioners with a term ending date of January 1, 2023. (Full Board)

[Enter Text Here]



NOTIFICATION TO CLERK OF APPOINTMENT

To: Clerk of the Board's Office: 12-07-20

From: (BCC or District Office): Housing Authority of the County of Monterey

Board of Supervisors Meeting Date: 01/05/21

Name of Board, Commission, or Committee: Board of Commissioners

Representing: Tenant Commissioner

Name and address of Appointee: Viviana Gama

Phone Numbers: Cell:

Home: _____

Business:

Email:

Terms Check one:

New Term _____

Reappointment X

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

Replacing which member: _____

NEW TERM EXPIRATION DATE: 01/05/23

Maddy Act Regulations:

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

Resignation of member _____

Death of member _____

Member did not complete term _____

Other _____

TERM EXPIRATION DATE: 08/26/20

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

Form Updated 07-16-15



Monterey County

Item No.17

Board Report

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

Legistar File Number: APP 21-015

January 05, 2021

Introduced: 12/22/2020

Current Status: Appointment

Version: 1

Matter Type: Appointment

Reappoint Fred Brown to CSA-1 with a term ending date of June 30, 2023. (District 5- Supervisor Mary L. Adams)
[Enter Text Here]



NOTIFICATION TO CLERK OF APPOINTMENT

To: Clerk of the Board's Office
From: Colleen Courtney for Supervisor Mary L. Adams
Board of Supervisors Meeting Date: January 5, 2021

Name of Board, Commission, or Committee: CSA-1

Representing:

Name and address of Appointee: Fred Brown

Phone Numbers:

Cell:

Home:

Business:

Email:

Terms Check one:

New Term ☐

Reappointment ☒

Filling an unexpired term ☐

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

Replacing which member:

TERM EXPIRATION DATE: June 30, 2023

Maddy Act Regulations:

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

Resignation of member ☐

Death of member ☐

Member did not complete term ☐

Other ☐ _____

TERM EXPIRATION DATE:

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

Form Updated 07-16-15



Monterey County

Item No.18

Board Report

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

Legistar File Number: OBM 21-004

January 05, 2021

Introduced: 12/21/2020

Current Status: Draft

Version: 1

Matter Type: Other Board Matters

Board Comments



Monterey County

Item No.19

Board Report

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

Legistar File Number: OBM 21-005

January 05, 2021

Introduced: 12/21/2020

Current Status: Draft

Version: 1

Matter Type: Other Board Matters

County Administrative Officer Comments and Referrals

Monterey County Board of Supervisors

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

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

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

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

Item #	Brd Rfl #	Assignment Date	Referred By	Lead Dept. Sub-Depts.	Project Lead	Requested Due	Item	Report	Status
23	2020.28	12/8/2020	Lopez	Auditor-Controller	Shah		Local propositions to receive a financial analysis	This referral seeks to require an economic study be prepared that identifies the fiscal and economic impacts of the proposed ballot measure. Analyze and propose a policy that would require a draft economic report be prepared by the County Auditor-Controller and provide the County Auditor-Controller's assessment, relying on appropriate professional standards, regarding the changes in revenue and costs that may result from the proposed ballot measure, if such measure were ultimately approved. This referral seeks to create a consistent, apolitical, financial analysis of proposed changes and should consider all potential costs and fiscal impacts to the County and its economy. The referral requests a report to the Board in 3 months (March).	Pending
Completed by Executive Assistant on December 23, 2020									



Monterey County

Item No.20

Board Report

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

Legistar File Number: 21-010

January 05, 2021

Introduced: 12/21/2020

Current Status: Scheduled AM

Version: 1

Matter Type: General Agenda Item

- a. Receive a consolidated list of responses from each member of the Board of Supervisors which includes their preferred board, committee and commission assignments for calendar year 2021;
- b. Dissolve the Fort Ord Committee and the Ad Hoc 2020 Census Steering Committee which have served their intended purposes;
- c. Receive recommendations from members of the Board of Supervisors regarding proposed changes to 2021 committees, ad hoc committees, and appointments; and,
- d. Direct the County Administrative Officer to work with the Chair of the Board to add an action item to the January 12, 2021 meeting of the Board of Supervisors to appoint Board members to serve on boards, committees and commissions for calendar year 2021.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Receive a consolidated list of responses from each member of the Board of Supervisors which includes their preferred board, committee and commission assignments for calendar year 2021;
- b. Dissolve the Fort Ord Committee and the Ad Hoc 2020 Census Steering Committee which have served their intended purposes;
- c. Receive recommendations from members of the Board of Supervisors regarding proposed changes to 2021 committees, ad hoc committees, and appointments; and,
- d. Direct the County Administrative Officer to work with the Chair of the Board to add an action item to the January 12, 2021 meeting of the Board of Supervisors to appoint Board members to serve on boards, committees and commissions for calendar year 2021.

SUMMARY/DISCUSSION:

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

2021 Appointments: The presumptive Chair of the Board requested that each Board member submit their preferred assignments to the County Administrative Officer for receipt by the Board at the January 5, 2021 Board of Supervisors meeting. This report contains a consolidated list of Board members' preferred assignments included as **EXHIBIT A**.

The Chair of the Board will take the Board member's preferences into consideration and propose assignments for calendar year 2021 at the January 12, 2021 meeting of the Board.

Ad Hoc Committees: Ad hoc committees are periodically established by the Board of Supervisors to address a single subject for a limited duration. A current list of ad hoc committees which includes the year of their creation and purpose is provided informationally as **EXHIBIT B**.

Board Standing Committees: The Board of Supervisors has established several standing committees to oversee and provide recommendations certain County functions. A current list of Board standing committees is provided informationally as **EXHIBIT C**.

Dissolving Committees/Ad Hoc Committees:

- **Fort Ord Committee:** At the December 3, 2020 Fort Ord Committee meeting, the committee recommended that the Board dissolve the Committee having completed its purpose.
- **Ad Hoc 2020 Census Steering Committee:** At the November 30, 2020 meeting the Ad Hoc Committee recommended that the Board dissolve the Committee having completed its purpose.

Recommendations from Members of the Board of Supervisors on Committees, Ad Hoc Committees and Appointments:

- Recommendation by Supervisor Adams and Supervisor-Elect Askew to disband the COVID-19 Non-Hospital Medical/Personal Services Ad Hoc Committee because the purpose of the Committee is complete, and guidance is now provided under the State Tier system.
- Recommendation by Supervisor Askew to establish an Affordable Housing Committee (standing committee);
- Recommendation by Supervisor Askew to establish a Homelessness Committee (standing committee);
- Recommendation by Supervisor Askew to establish an Ad Hoc COVID-19 Communications Committee to provide focused coordination and communication as the County continues to navigate the challenges of the pandemic.

Recommendation from Supervisor Adams regarding the appointment of Board Members to serve on the Local Agency Formation Committee (LAFCO). Consider adopting a Board policy to appoint the Board Chair and Vice Chair to serve on LAFCO, and the prior year's Board Chair to serve as alternate.

OTHER AGENCY INVOLVEMENT:

The County Administrative Officer will work with the Chair of the Board on the proposed action item on 2021 appointments for the January 12, 2021 Board meeting.

FINANCING:

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

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

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

Mark a check to the related Board of Supervisors Strategic Initiatives

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

Prepared by: Annette D'Adamo, Management Analyst III

Approved by: Charles J. McKee, County Administrative Officer

Attachments: EXHIBIT A - 2021 Board Preferences on Board, Committee and Commission Assignments; EXHIBIT B - 2020 Board Ad Hoc Committees; and EXHIBIT C - 2020 Board Standing Committees.



Monterey County

Item No.

Board Report

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

Legistar File Number: 21-010

January 05, 2021

Introduced: 12/21/2020

Current Status: Agenda Ready

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Matter Type: General Agenda Item

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Recommendations from Members of the Board of Supervisors on Committees, Ad Hoc Committees and Appointments:

- Recommendation by Supervisor Adams and Supervisor-Elect Askew to disband the COVID-19 Non-Hospital Medical/Personal Services Ad Hoc Committee because the purpose of the Committee is complete, and guidance is now provided under the State Tier system.
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OTHER AGENCY INVOLVEMENT:

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Legistar File Number: 21-010

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

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Mark a check to the related Board of Supervisors Strategic Initiatives

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

Prepared by: Annette D'Adamo, Management Analyst III

DocuSigned by:

Annette D'Adamo

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Approved by: Charles J. McKee, County Administrative Officer

DocuSigned by:

Charles J. McKee

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Attachments: EXHIBIT A - 2021 Board Preferences on Board, Committee and Commission Assignments; EXHIBIT B - 2020 Board Ad Hoc Committees; and EXHIBIT C - 2020 Board Standing Committees.

EXHIBIT A
CONSOLIDATED LIST OF BOARD MEMBER PREFERENCES FOR 2021 APPOINTMENTS

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

BOARD STANDING COMMITTEES	NUMBER OF APPOINTMENTS	2020 APPOINTEES	DISTRICT 1	DISTRICT 2	DISTRICT 3	DISTRICT 4	DISTRICT 5
Alternative Energy and Environment Committee	2	Supervisor Parker Supervisor Lopez			✓	✓	
Budget Committee	2	Supervisor Alejo Supervisor Parker	✓	✓ top choice to add		✓	
Cannabis Standing Committee	2	Supervisor Lopez Supervisor Alejo	✓		✓		✓
Capital Improvement Committee	2	Supervisor Phillips Supervisor Adams		✓		✓	✓
Economic Opportunity Committee	2	Supervisor Adams Supervisor Phillips		✓			✓
Equal Opportunity Committee	2	Supervisor Alejo Supervisor Lopez	✓		✓		
Fort Ord Committee	2	Supervisor Phillips Supervisor Parker	12/3/20 Fort Ord Committee recommendation to disband.				
Health, Housing, and Human Services Committee	2	Supervisor Alejo Supervisor Lopez	✓		✓		
Human Resources Committee	2	Supervisor Alejo Supervisor Parker	✓				
Legislative Committee	2	Supervisor Alejo Supervisor Adams	✓			✓	✓
Monterey Urban County Standing Committee	2	Supervisor Phillips Supervisor Lopez		✓	✓		
Water Resources Agency Joint Boards Leadership Committee	2	Supervisor Phillips Supervisor Lopez		✓	✓		

AD HOC COMMITTEES	NUMBER OF APPOINTMENTS	2020 APPOINTEES	DISTRICT 1	DISTRICT 2	DISTRICT 3	DISTRICT 4	DISTRICT 5
2020 Census Steering Committee	2	Supervisor Lopez Supervisor Alejo	11/30/20 2020 Census Steering Committee recommendation to disband.				
Animal Services Ad Hoc Committee	2	Supervisor Phillips Supervisor Lopez		✓	✓		
COVID-19 Agricultural Ad Hoc Committee	2	Supervisor Alejo Supervisor Lopez	✓		✓		
COVID-19 Construction Ad Hoc Committee	2	Supervisor Phillips Supervisor Lopez		✓	✓		
COVID-19 Hospitality Ad Hoc Committee	2	Supervisor Adams Supervisor Phillips		✓			✓
COVID-19 Non-Hospital Medical/Personal Services Ad Hoc Committee	2	Supervisor Parker Supervisor Adams				Recommends disbanding	Recommends disbanding
COVID-19 Religious Organizations Ad Hoc Committee	2	Supervisor Lopez Supervisor Alejo	✓		✓		
Farmworker Housing Ad Hoc Committee	2	Supervisor Phillips Supervisor Lopez		✓	✓		
Fire and Emergency Medical Services Ad Hoc Committee	2	Supervisor Adams Supervisor Phillips		✓			✓
Housing Authority of the County of Monterey – Ad Hoc Tenant Commissioner Selection Committee	2	Supervisor Parker Supervisor Adams				✓	No
Natividad Medical Center Strategic Objectives Ad Hoc Committee	2	Supervisor Lopez Supervisor Phillips		✓	✓		
Parks Lakes Ad Hoc Committee	2	Supervisor Lopez Supervisor Adams			✓		No

AGENCIES, JPAs & MISC. APPOINTMENTS	NUMBER OF APPOINTMENTS	2020 APPOINTEES	DISTRICT 1	DISTRICT 2	DISTRICT 3	DISTRICT 4	DISTRICT 5
3CE (Central Coast Community Energy) – Policy Board	1 1 Alternate	Supervisor Parker Supervisor Phillips		Alternate		✓ high priority	✓
3CE (Central Coast Community Energy) – Operations Board	1 1 Alternate	Charles McKee Nick Chiulos					
Arts Council for Monterey County	1 1 Alternate	Supervisor Lopez Supervisor Alejo	Alternate		✓		
Association of Monterey Bay Area Governments (AMBAG)	2 1 Alternate	Supervisor Phillips Supervisor Adams Supervisor Parker		✓ trade for Budget or LAFCO		✓	✓
Behavioral Health Commission	1 1 Alternate	Supervisor Lopez Supervisor Alejo	Ok to change		✓		
California State Association of Counties (CSAC) Board of Directors	1 1 Alternate	Supervisor Alejo Supervisor Adams	✓				Alternate
Central Coast Alliance for Health (Santa Cruz-Monterey-Merced Managed Medical Care Commission)	1	Supervisor Parker				✓ high priority	
Children’s Council of Monterey County	1 1 Alternate	Supervisor Parker Supervisor Lopez			Alternate		
Coalition of Homeless Services Providers Leadership Council	1	Supervisor Alejo	✓				
Community Corrections Partnership	1	Nick Chiulos					
Community Alliance for Safety and Peace (CASP)	1 1 Alternate	Supervisor Alejo Supervisor Phillips	✓	Alternate			
Community Restorative Justice Commission	1	Supervisor Phillips		✓			
Emergency Communications Policy Advisory Committee	2	Supervisor Lopez Supervisor Alejo	Ok to change		✓		
Emergency Medical Services Committee	2	Supervisor Phillips Supervisor Lopez		✓	✓		

AGENCIES, JPAs & MISC. APPOINTMENTS - Continued	NUMBER OF APPOINTMENTS	2020 APPOINTEES	DISTRICT 1	DISTRICT 2	DISTRICT 3	DISTRICT 4	DISTRICT 5
First 5 Monterey County	1	Supervisor Lopez			✓		
Golden State Financing Authority (GSFA)	1 1 Alternate	Supervisor Lopez Supervisor Phillips		Alternate	✓		
Juvenile Justice Coordinating Council	1	Supervisor Phillips		✓			
Law Library Board of Trustees	1	Brian Briggs					
Local Agency Formation Commission	2 1 Alternate	Supervisor Alejo Supervisor Lopez Supervisor Parker	✓	✓	✓		✓ recommends rotating
Military & Veterans Affairs Advisory Commission	1	Supervisor Alejo	✓			✓	
Monterey Bay Unified Air Pollution Control District	3 1 Alternate	Supervisor Phillips Supervisor Lopez Supervisor Parker Supervisor Alejo	Alternate	✓	✓		
Monterey County Convention and Visitors Bureau (MCCVB)	1	Supervisor Adams					✓
Monterey County Parks Commission	1	Supervisor Adams					No
Monterey One Water	1 1 Alternate	Supervisor Phillips Supervisor Parker		✓		✓	
Monterey Peninsula Water Management District	1 Resident District Supervisor	Supervisor Adams					✓
Monterey Peninsula Water Supply Project Governance Committee	1 1 Alternate	Supervisor Adams Supervisor Parker				Alternate	✓
Monterey Regional Waste Management District	1	Supervisor Parker				✓	
Monterey-Salinas Transit (MST)	1 1 Alternate	Supervisor Alejo Supervisor Parker	✓			✓	
Natividad Medical Center Board of Trustees	1	Supervisor Lopez			✓		

AGENCIES, JPAs & MISC. APPOINTMENTS - Continued	NUMBER OF APPOINTMENTS	2020 APPOINTEES	DISTRICT 1	DISTRICT 2	DISTRICT 3	DISTRICT 4	DISTRICT 5
Parks Commission	1	Supervisor Adams					No
Pajaro River Watershed Flood Prevention Authority	1	Supervisor Phillips		✓			
Remote Access Network Board	1	Supervisor Alejo	Ok to change				
Rural County Representatives of California (RCRC)	1 1 Alternate	Supervisor Lopez Supervisor Phillips		Alternate	✓		
Salinas Valley Recycles (Salinas Valley Solid Waste Authority)	2 1 Alternate	Supervisor Phillips Supervisor Lopez Supervisor Alejo	Alternate	✓	✓		
Seaside Groundwater Basin Watermaster	1 1 Alternate	Supervisor Adams Supervisor Parker				Alternate	✓
Transportation Agency for Monterey County (TAMC)	5 (Each individual's alternate)	Supervisor Alejo Linda Gonzalez & Javier Gomez Supervisor Phillips Josh Stratton Supervisor Lopez Priscilla Barba Supervisor Parker Wendy Askew Supervisor Adams Yuri Anderson	✓ Alternates Linda Gonzalez & Javier Gomez	✓ Alternate Josh Stratton	✓ Alternate Priscilla Barba	✓ Alternate Yuri Anderson	✓ Alternate Sarah Hardgrave
Workforce Development Board	1	Supervisor Adams					✓

EXHIBIT B
2020 Ad Hoc Committees

Ad hoc committees are periodically established by the Board of Supervisors to address a single subject for a limited duration.

Ad Hoc Committee	Established	Purpose
Animal Services Ad Hoc Committee	2016	To provide oversight of the alignment of animal services in Monterey County and the City of Salinas.
COVID-19 Agricultural Ad Hoc Committee	2020	To address the challenges faced by specific economic sectors through the COVID-19 pandemic while maintaining a focus on the health of our communities and the need for policies and protocols to protect our residents and workforce.
COVID-19 Construction Ad Hoc Committee	2020	To address the challenges faced by specific economic sectors through the COVID-19 pandemic while maintaining a focus on the health of our communities and the need for policies and protocols to protect our residents and workforce.
COVID-19 Hospitality Ad Hoc Committee	2020	To address the challenges faced by specific economic sectors through the COVID-19 pandemic while maintaining a focus on the health of our communities and the need for policies and protocols to protect our residents and workforce.
COVID-19 Non-Hospital Medical/Personal Services Ad Hoc Committee	2020	To address the challenges faced by specific economic sectors through the COVID-19 pandemic while maintaining a focus on the health of our communities and the need for policies and protocols to protect our residents and workforce.
COVID-19 Religious Organizations Ad Hoc Committee	2020	To address the challenges faced by specific economic sectors through the COVID-19 pandemic while maintaining a focus on the health of our communities and the need for policies and protocols to protect our residents and workforce.
Farmworker Housing Ad Hoc Committee	2018	To create a working group of the County, Salinas Valley cities, and agriculture stakeholders to make recommendations to facilitate and expedite the creation of farmworker housing in the Salinas Valley.”
Fire and Emergency Medical Services Ad Hoc Committee	2020	To review the funding options in the unincorporated Monterey County for Fire and Emergency Medical Services.
Housing Authority of the County of Monterey – Ad Hoc Tenant Commissioner Selection Committee	2004	To review tenant commissioner applications, conduct interviews, and make recommendations on tenant commissioner appointments to the Board of Supervisors.
Natividad Medical Center Strategic Objectives Ad Hoc Committee	2020	To address Natividad Medical Center’s Strategic Objectives.
Parks (Lakes) Ad Hoc Committee	2018	To monitor park management issues at Lake Nacimiento and Lake San Antonio, including the development of business/operations plans, impact of the COVID pandemic and use of park fees.

12/21/20

EXHIBIT C
2020 BOARD STANDING COMMITTEES

COMMITTEE	PURPOSE
Alternative Energy and Environment Committee <i>Meets bi-monthly - 4th Thursday</i> 2021 AEE Calendar	Reviews and makes recommendations to the Board of Supervisors concerning policies and action programs for long-term environmental sustainability in the County.
Budget Committee <i>Meets monthly - last Wednesday</i> 2021 BC Calendar	Provides ongoing oversight of the County budget, and in this capacity to bring those items of significant impact thereto to the attention of the full Board of Supervisors for appropriate consideration and action as warranted.
Cannabis Committee <i>Meets monthly - 3rd Wednesday</i> 2021 CC Calendar	Provides ongoing oversight of the County Cannabis Program, which manages commercial cannabis operations through coordination and collaboration with County departments to address regulation, policy, enforcement, education and protection of health and safety.
Capital Improvement Committee <i>Meets monthly - 2nd Monday</i> 2021 CIC Calendar	Reviews and makes recommendations to the Board of Supervisors on capital projects (including the 5-year Capital Improvement Program and Job Order Contracting), expenditures, leases, and issues affecting County facilities and lands. Provides budget and schedule oversight on capital projects, and if necessary, recommends corrective action to the Board of Supervisors and/or the County Administrative Office.
Economic Opportunity Committee <i>Meeting dates TBD</i>	Provides recommendations to the Board of Supervisors on economic development policies, programs and activities to ensure a Countywide perspective in support of a diversified economy, higher paying jobs and an expanded revenue base for local government services.
Equal Opportunity Committee <i>Meets quarterly – dates TBD</i>	Reviews and makes recommendations to the Board of Supervisors on matters brought forward by the Civil Rights Officer.
Health, Housing and Human Services Committee <i>Meets quarterly - 3rd Thursday</i> 2021 HHHSC Calendar	Provides recommendations to the Board of Supervisors to reduce regional, socio-economic inequities in health care outcomes. Improve health outcomes through health and wellness promotion and access to top quality healthcare. Advocate for a sufficient allocation of funds from the state and federal governments that will enable the County to carry out its authorized healthcare programs.

COMMITTEE	PURPOSE
Human Resources Committee <i>Meets quarterly – dates TBD</i>	Reviews and makes recommendations to the Board of Supervisors on short and long-term human resource initiatives.
Legislative Committee <i>Meets monthly - 2nd Monday</i> <u>2021 LC Calendar</u>	Reviews and makes recommendations to the Board of Supervisors regarding advocacy on state and federal legislative, budgetary, administrative, regulatory and policy making initiatives. Ensures County leaders are apprised of evolving state and federal initiatives impacting the County and its residents. Directs the activities of the Board’s Legislative Program and Strategic Grant Services Program.
Monterey Urban County Standing Committee <i>Meeting dates TBD</i>	Reviews and recommends to the Board of Supervisors Community Development Block Grant Program funding recommendations.
Water Resources Agency Joint Board Leadership Committee <i>Meeting dates TBD</i>	Foster coordination and communication between the Water Resources Agency's Board of Directors and the Monterey County Board of Supervisors.



Monterey County

Item No.21

Board Report

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

Legistar File Number: OBM 21-006

January 05, 2021

Introduced: 12/21/2020

Current Status: Draft

Version: 1

Matter Type: Other Board Matters

General Public Comments

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



Monterey County

Item No.22

Board Report

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

Legistar File Number: 21-019

January 05, 2021

Introduced: 12/22/2020

Current Status: Draft

Version: 1

Matter Type: General Agenda Item

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



Monterey County

Item No.23

Board Report

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

Legistar File Number: 21-007

January 05, 2021

Introduced: 12/18/2020

Current Status: Scheduled PM

Version: 1

Matter Type: General Agenda Item

- a. Receive a presentation on SB1383- The Short-Lived Climate Pollutants Act;
- b. Direct staff to develop a Strategic Roadmap for interdepartmental coordination for SB1383 and use that roadmap to work towards compliance with the law;
- c. Direct staff to coordinate with County solid waste operators and processors, haulers, and jurisdictions to plan for and implement measures to meet the goals and deadlines associated with SB1383
- d. Provide other direction to staff.

RECOMMENDATION:

It is recommended that the Board of Supervisors

- a) Receive a presentation on SB1383- The Short-Lived Climate Pollutants Act;
- b) Direct staff to develop a Strategic Roadmap for interdepartmental coordination for SB1383 and use that roadmap to word towards compliance with the law;
- c) Direct staff to coordinate with County solid waste operators and processors, haulers, and jurisdictions to plan for and implement measures to meet the goals and deadlines associated with SB1383
- d) Provide other direction to staff.

SUMMARY:

SB1383 (Lara, Chapter 395, Statutes of 2016) is the most significant waste reduction mandate to be adopted in California in the last 30 years. It requires the state to reduce organic food waste disposal by 75% by 2025, which is equivalent to approximately 20 million tons of wood waste. The law also requires the state to increase the recovery of edible food waste to 20% by 2025. This has significant policy and legal implications for state and local governments.

On July 23, 2020, Cal Recycle presented at the Alternative Energy and Environment Committee meeting on the County roles and responsibilities associated with implementing the measures within SB1383. Based on the presentation, interdepartmental coordination will be needed to effectively implement SB1383. Staff asks the Board of Supervisors direct staff to develop an interdepartmental coordination plan and coordinate with external County agencies in the solid waste management industry to achieve the goals of SB1383

DISCUSSION:

By 2022, the County must adopt an ordinance with enforceable mechanisms to comply with SB1383. That ordinance must include reasonable fees for non-compliance and require generators of organic

waste to subscribe to organic collection or report self-hauling. Other requirements of SB1383 include edible food recovery programs and the purchase of recovered organic waste products. Being prepared for enforcement includes working well in advance of that deadline to communicate with and educate our generators, haulers, and County staff on what is required and to develop a plan of action. Penalties to the County for non-compliance range from \$7,500 minimum to \$10,000 maximum per day for major violations.

SB1383 lists the following areas which will require interdepartmental coordination:

- **Board of Supervisors** will need to pass local enforcement ordinances to require all residents and businesses to subscribe to these services.
- **Chief Administrative Office** will be involved in capacity planning, directing procurement of recycled organic products like compost and renewable natural gas, and establishing edible food recovery programs.
- **Finance and Legal** staff will be involved in local enforcement ordinances, new collection fees, and ensuring programs are adequately resourced.
- **Purchasing** staff will be central to procuring recycled organic products, including paper.
- **Public Works** staff are involved with local waste management processing facilities, and organic waste recycling facilities (like compost and anaerobic digestion facilities). They may also be involved in civil engineering activities where compost may be utilized (as in erosion control along city streets and embankments).
- **Public Parks** staff may be involved with assessing the need for local compost application to parks and city landscaped areas.
- **Environmental Health** staff may be tasked with enforcement duties, including inspecting commercial food generators for compliance with SB1383 regulations.
- **Public Transportation and Fleet** departments will be involved in procuring renewable natural gas for city and county owned vehicles.
- **Department of Social Services and Ag Commissioners** office will be involved in providing linkages to the food donors, the Food Bank and other food assistance partners.

Additional areas not listed include grant funding research and administration, public education and awareness campaigns, and collaboration with external stakeholders.

The interdepartmental plan would identify the appropriate department to be responsible for each of the areas listed above and lay out roles and responsibilities as well as a timeline for research, meetings, and action plans. Action plans would be created in the following format:

1. Identification of SB1383 Requirements, including a summary of what County compliance would look like.
2. Analysis of existing County programs, resources, needs, and infrastructure.
3. Roadmap for meeting SB1383 requirements, including deadlines, resources required, and implementation strategies.

Staff asks that the Board of Supervisors direct staff to create this interdepartmental coordination plan and begin working towards compliance and to coordinate with outside agencies as needed to achieve the goals of this legislation.

OTHER AGENCY INVOLVEMENT:

Environmental Health, Facilities, Fleet Management, Social Services, Agricultural Commissioner's Office, Parks Department, Purchasing, Finance

FINANCING:

Staff is not requesting funding to implement an interdepartmental plan, though the plan may identify areas that require funding for implementation.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

SB1383 is a state law that the County is required to comply with. The implementation of SB1383 will result in infrastructure upgrades and significant reductions in emissions at the County level as it will decrease emissions from landfills substantially.

Mark a check to the related Board of Supervisors Strategic Initiatives

☐ Economic Development
☒ Administration
☒ Health & Human Services
☒ Infrastructure
☐ Public Safety

Prepared by: Ashley Paulsworth, Sustainability Program Manager, x 5344

Approved by: Nicholas E. Chiulos, Assistant County Administrative Officer, Ext. 5145

Attachments:

Staff Report
SB1383 Non-Compliance Penalties
CAL Recycle SB1383 Presentation
SB 1383 Roadmap Timeline



Monterey County

Item No.

Board Report

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

Legistar File Number: 21-007

January 05, 2021

Introduced: 12/18/2020

Current Status: Agenda Ready

Version: 1

Matter Type: General Agenda Item

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Staff asks that the Board of Supervisors direct staff to create this interdepartmental coordination plan and begin working towards compliance and to coordinate with outside agencies as needed to achieve the goals of this legislation.

Legistar File Number: 21-007

OTHER AGENCY INVOLVEMENT:

Environmental Health, Facilities, Fleet Management, Social Services, Agricultural Commissioner's Office, Parks Department, Purchasing, Finance

FINANCING:

Staff is not requesting funding to implement an interdepartmental plan, though the plan may identify areas that require funding for implementation.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

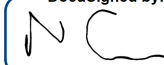
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Mark a check to the related Board of Supervisors Strategic Initiatives

☐ Economic Development
☒ Administration
☒ Health & Human Services
☒ Infrastructure
☐ Public Safety

Prepared by: Ashley Paulsworth, Sustainability Program Manager, x 5344

Approved by: Nicholas E. Chiulos, Assistant County Administrative Officer, Ext. 5145

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Attachments:

Staff Report
SB1383 Non-Compliance Penalties
CAL Recycle SB1383 Presentation
SB 1383 Roadmap Timeline

14 CCR 18997.2

This document is current through Register 2020, No. 48, November 27, 2020

CA - Barclays Official California Code of Regulations > TITLE 14. NATURAL RESOURCES > DIVISION 7. DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY > CHAPTER 12. SHORT-LIVED CLIMATE POLLUTANTS > ARTICLE 16. ADMINISTRATIVE CIVIL PENALTIES

§ 18997.2. Penalty Amounts

(a) A jurisdiction shall impose penalties for violations of the requirements of this chapter consistent with the applicable requirements prescribed in Government Code Sections 53069.4, 25132 and 36900. The penalty levels shall be as follows:

- (1) For a first violation, the amount of the base penalty shall be \$ 50-\$ 100 per violation.
- (2) For a second violation, the amount of the base penalty shall be \$ 100-\$ 200 per violation.
- (3) For a third or subsequent violation, the amount of the base penalty shall be \$ 250-\$ 500 per violation.

(b) Nothing in this section shall be construed as preventing a jurisdiction from revoking, suspending, or denying a permit, registration, license, or other authorization consistent with local requirements outside the scope of this chapter in addition to the imposition of penalties authorized under this section.

Statutory Authority

AUTHORITY:

Note: Authority cited: Sections [40502](#), [43020](#), [43021](#) and [42652.5, Public Resources Code](#). Reference: [Section 42652.5, Public Resources Code](#); [Section 39730.6, Health and Safety Code](#); and Sections [25132](#), [36900](#) and [53069.4, Government Code](#).

History

HISTORY:

- 1. New section filed 11-3-2020; operative 1-1-2022 pursuant to Public Resources Code section 42652.2(a)(6) (Register 2020, No. 45).

BARCLAYS OFFICIAL CALIFORNIA CODE OF REGULATIONS
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End of Document

14 CCR 18997.3

This document is current through Register 2020, No. 48, November 27, 2020

CA - Barclays Official California Code of Regulations > TITLE 14. NATURAL RESOURCES > DIVISION 7. DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY > CHAPTER 12. SHORT-LIVED CLIMATE POLLUTANTS > ARTICLE 16. ADMINISTRATIVE CIVIL PENALTIES

§ 18997.3. Department Penalty Amounts

(a) Penalties shall be imposed administratively in accordance with the requirements set forth in this section.

(b) Penalties, except for violations specified in subdivision (d), shall be assessed as follows:

(1) A “Minor” violation means a violation involving minimal deviation from the standards in this chapter, where the entity failed to implement some aspects of a requirement but has otherwise not deviated from the requirement. The penalties for this type of violation shall be no less than five hundred dollars (\$500) per violation and no more than four thousand dollars (\$4,000) per violation per day.

(2) A “Moderate” violation means a violation involving moderate deviation from the standards in this chapter. A violation which is not a minor violation or a major violation shall be a moderate violation. The penalties for this type of violation shall be no less than four thousand dollars (\$4,000) per violation and shall be no more than seven thousand five hundred dollars (\$7,500) per violation per day.

(3) A “Major” violation means a violation that is a substantial deviation from the standards in this chapter that may also be knowing, willful or intentional or a chronic violation by a recalcitrant violator as evidenced by a pattern or practice of noncompliance. The penalties for this type of violation shall be no less than seven thousand five hundred dollars (\$7,500) per violation per day and no more than ten thousand dollars (\$10,000) per violation per day. For purposes of this subsection, a major violation shall always be deemed to include the following types of violations:

(A) A jurisdiction fails to have any ordinance or similarly enforceable mechanism for organic waste disposal reduction and edible food recovery.

(B) A jurisdiction fails to have a provision in a contract, agreement, or other authorization that requires a hauler to comply with the requirements of this chapter.

(C) A jurisdiction fails to have an edible food recovery program.

(D) A jurisdiction fails to have any Implementation Record.

(E) A jurisdiction implements or enforces an ordinance, policy, procedure, condition, or initiative that is prohibited under Sections 18990.1 or 18990.2.

(F) A jurisdiction fails to submit the reports required in Sections 18994.1 and 18994.2.

(c) Once the penalty range has been determined pursuant to Subdivision (b), the following factors shall be used to determine the amount of the penalty for each violation within that range:

(1) The nature, circumstances, and severity of the violation(s).

(2) The violator's ability to pay.

(3) The willfulness of the violator's misconduct.

(4) Whether the violator took measures to avoid or mitigate violations of this chapter.

(5) Evidence of any economic benefit resulting from the violation(s).

(6) The deterrent effect of the penalty on the violator.

(7) Whether the violation(s) were due to conditions outside the control of the violator.

(d) For violations of the Recovered Organic Waste Product Procurement requirements in Section 18993.1, where a jurisdiction fails to procure a quantity of recovered organic waste products that meets or exceeds its recovered organic waste product procurement target, the Department shall determine penalties under this Subdivision (d) based on the following:

(1) The Department shall calculate the jurisdiction's daily procurement target equivalent by dividing the procurement target by 365 days.

(2) The Department shall determine the number of days a jurisdiction was in compliance by dividing the total amount of recovered organic waste products procured by the daily procurement target equivalent.

(3) The Department shall determine the number of days a jurisdiction was out of compliance with the procurement target by subtracting the number of days calculated in Subdivision (d)(2) from 365 days.

(4) The penalty amount shall be calculated by determining a penalty based on the factors in Subdivision (c) above, and multiplying that number by the number of days determined according to Subdivision (d)(3). The penalty amount shall not exceed \$10,000 per day.

(e) Notwithstanding Subdivisions (a)-(d) if the Department sets a penalty amount for multiple violations of this chapter, the aggregated penalty amount for all violations shall not exceed the amount authorized in [Section 42652.5 of the Public Resources Code](#).

(f) Nothing in this section shall be construed as authorizing the Department to impose penalties on residential organic waste generators.

Statutory Authority

AUTHORITY:

Note: Authority cited: Sections [40502](#), [43020](#), [43021](#) and [42652.5, Public Resources Code](#). Reference: [Sections 41850 and 42652.5, Public Resources Code](#); and [Section 39730.6, Health and Safety Code](#)..

History

HISTORY:

1. New section filed 11-3-2020; operative 1-1-2022 pursuant to Public Resources Code section 42652.2(a)(6) (Register 2020, No. 45).

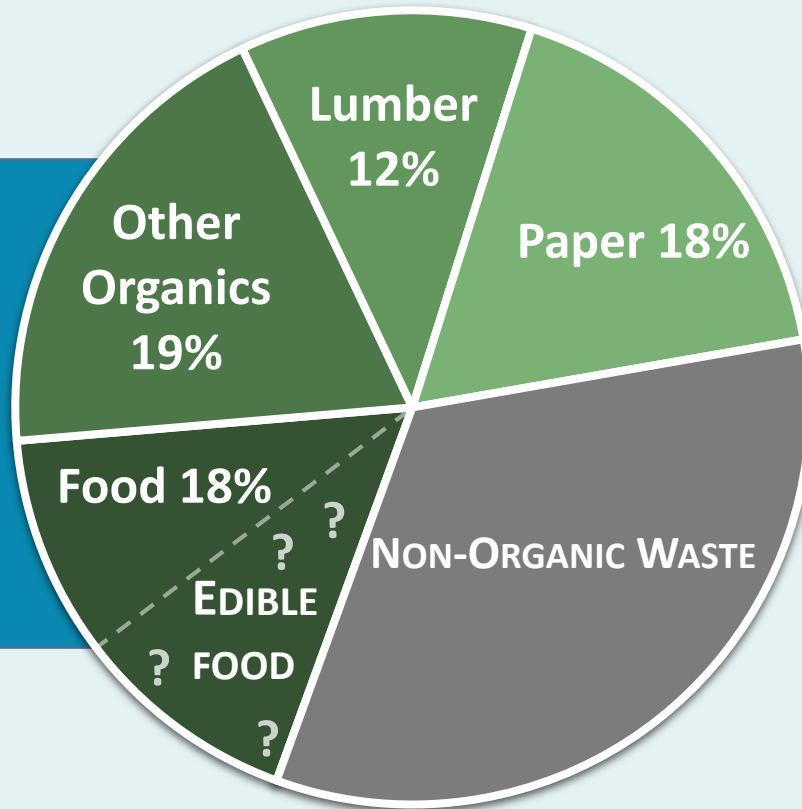


An Overview of SB 1383's Organic Waste Reduction Requirements

ORGANIC WASTE IS THE LARGEST WASTE STREAM IN CALIFORNIA

CALIFORNIA GENERATES
**APPROXIMATELY
20-23 MILLION TONS**
OF ORGANIC WASTE
EVERY YEAR

*THAT'S TWO-THIRDS
OF OUR WASTE
STREAM!*



IN CALIFORNIA, MILLIONS ARE
FOOD INSECURE



**1 IN 8 CALIFORNIANS
1 IN 5 CHILDREN**

CALIFORNIA THROWS AWAY
5.6 MILLION TONS
OF FOOD WASTE EVERY YEAR!



SB 1383 REQUIREMENTS

2020

50 PERCENT REDUCTION IN LANDFILLED ORGANIC WASTE
(11.5 Million Tons Allowed Organic Waste Disposal)

2022

REGULATIONS TAKE EFFECT

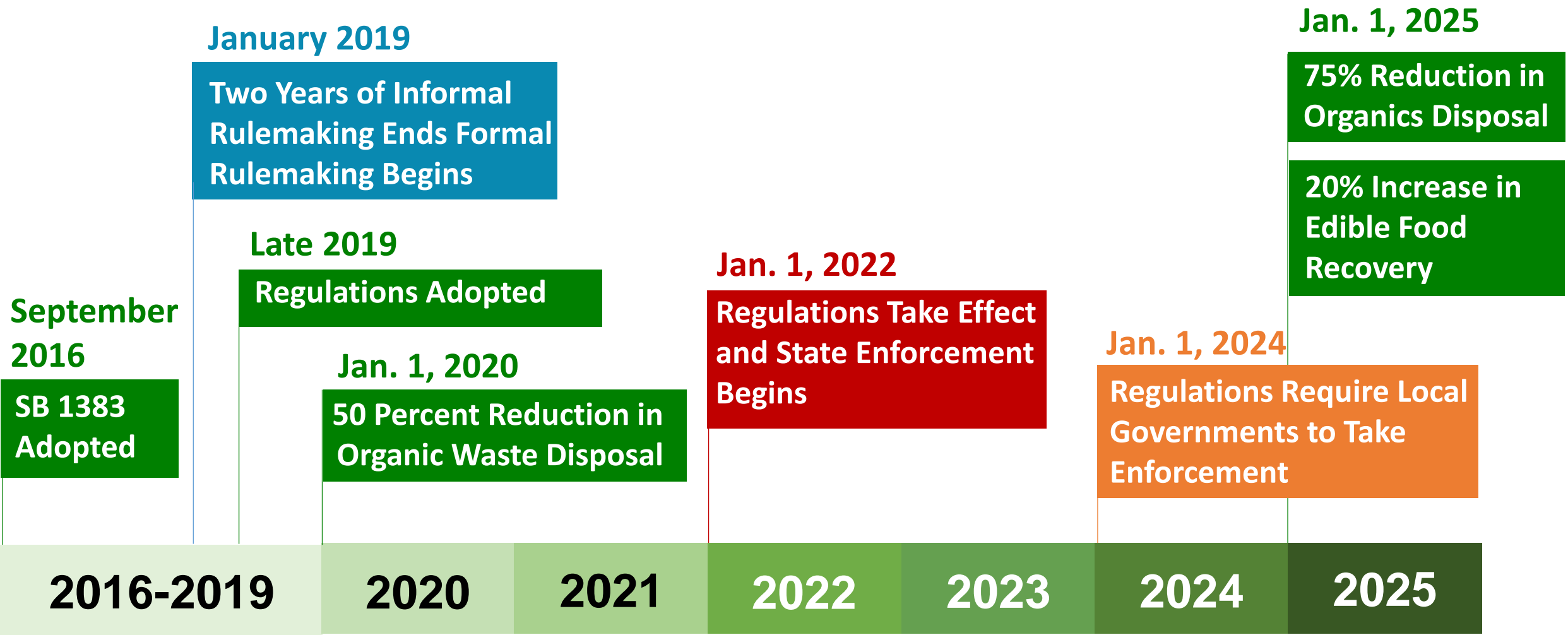
2025

75 PERCENT REDUCTION IN LANDFILLED ORGANIC WASTE
(5.7 Million Tons Allowed Organic Waste Disposal)

2025

20 PERCENT INCREASE IN RECOVERY OF CURRENTLY
DISPOSED EDIBLE FOOD

SB 1383 KEY IMPLEMENTATION DATES



SB 1383 KEY JURISDICTION DATES

2022



**Provide Organics
Collection Service to All
Residents and Businesses**



**Establish Edible Food
Recovery Program**



**Conduct Education &
Outreach**



Procurement



Capacity Planning

2024



**Starting January 1, 2024
Jurisdictions must take
enforcement action
against noncompliant
entities**

JURISDICTION RESPONSIBILITIES

**Provide Organics
Collection Services to All
Residents and Businesses**



**Conduct Education
and Outreach to
Community**



**Secure Access to
Recycling and Edible
Food Recovery Capacity**



**Establish Edible
Food Recovery
Program**



**Procure Recyclable
and Recovered
Organic Products**



**Monitor Compliance
and Conduct
Enforcement**



SB 1383 IN ACTION

LOCAL GOVERNMENT ROLES AND RESPONSIBILITIES

SB 1383 doesn't just apply to Solid Waste & Recycling Departments.

Every local department plays a role in SB 1383 implementation & has requirements to meet.



SB 1383 IN ACTION

JURISDICTION REQUIREMENTS



**Provide Organics
Collection Services to all
Residents and Businesses
(Service use required)**

ORGANIC WASTE COLLECTION SERVICES



Three-Container “source separated” Collection Service

- Organics prohibited from black container
- All organic waste segregated for collection and recycling



Two-Container Collection Service

- One container for collection of segregated organic waste
- One container for collection of mixed waste (subject to 75% organic content recovery standard)



One-Container Collection Service

- One container for collection of mixed waste (subject to 75% organic content recovery standard)
- Minimum contamination monitoring and reduction requirements
- Collection waivers authorized for certain documented circumstances

SB 1383 IN ACTION

JURISDICTION REQUIREMENTS



Establish Edible Food
Recovery Program

EDIBLE FOOD RECOVERY PROGRAM

Identify Existing
Food Recovery
Capacity

Expand Existing
Food Recovery
Capacity
(if needed)

Monitor
Commercial Edible
Food Generators for
Compliance

Ensure
Commercial
Edible Food
Generators Have
Access to Food
Recovery Services



SB 1383 IN ACTION

JURISDICTION REQUIREMENTS



Conduct Education and
Outreach to Community

EDUCATION REQUIREMENTS

Annually educate all organic waste generators, commercial edible food generators, and self-haulers about relevant requirements

Print



Electronic



Direct Contact



**Appropriate educational material must be provided to
linguistically isolated households**

SB 1383 IN ACTION

JURISDICTION REQUIREMENTS



Procure Recycled and Recovered Organic Products

PROCUREMENT REQUIREMENTS

COMPOST & RNG

Each jurisdiction must procure minimum amounts of compost or renewable natural gas

MINIMUM CONTENT

Paper products must contain recycled-content



QUANTITY

Procurement levels are based on population

RECYCLABILITY

All procured paper products must be recyclable

SB 1383 IN ACTION

CAPACITY PLANNING



**Evaluating Current
Infrastructure and Planning
New Compost and AD Facilities
and Edible Food Recovery**



SB 1383 IN ACTION

JURISDICTION REQUIREMENTS



**Monitor Compliance and
Conduct Enforcement**

INSPECTION AND ENFORCEMENT REQUIREMENTS

**Ordinance
2022**



Adopt an Ordinance
(Enforceable Mechanism)
Including
Enforcement

**Compliance
Monitoring
& Education
2022-2024**



Annual Compliance
Reviews, Route
Reviews, Inspections

Educate Violators

**Compliance
Monitoring &
Enforcement
2024**



Annual Compliance
Reviews, Route
Reviews,
Inspections

Notice of Violations,
And Penalties for
Violators

SB 1383 IN ACTION

JURISDICTION REQUIREMENTS



**Maintain Records and
Report to CalRecycle**

Recordkeeping Requirements:



Organic
Collection
Services



Hauler
Program



Contamination
Minimization



Waivers



Education &
Outreach



Edible Food
Recovery
Program



Recycled
Organic Waste
Procurement



Recycled
Paper
Procurement



Commercial
Edible Food
Generators



Jurisdiction
Inspection &
Enforcement



STATE ENFORCEMENT



CALRECYCLE OVERSIGHT (BEGINS IN 2022)



Authorize Waivers

- Low Population
- Rural Areas
- Elevation

Oversee and Monitor

- State Agencies and Facilities
- Local Education Agencies



Oversee and Monitor for Compliance

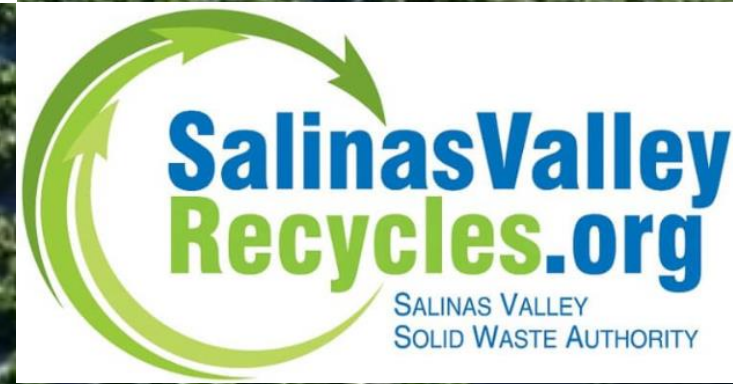
Jurisdiction Review

- Conduct joint inspections with jurisdictions
- Review Implementation Record



If Violations

- Issue Notices of Violation
- May Authorize Corrective Action Plan
- Allows up to 24 months to address barriers outside of a jurisdiction's control



Planning for SB 1383 Questions ?? and Next Steps

County Responsibilities

Task	Action Category	Responsible Party	Action Summary	Action	Citation	Recommended Timeline	SB 1383 Deadline	Status
1.0	Capacity Planning	County	Conduct Organics Recycling Capacity Study.	<p>The County will conduct an organics waste recycling capacity study as follows:</p> <p>(1) Estimate the amount of organic waste disposed and verifiable organic waste recycling capacity available to the Member Agency.</p> <p>(2) Estimate the amount of new or expanded capacity required according to organic waste disposal and capacity data.</p> <p>(3) Develop an implementation schedule demonstrating how capacity will be secured (as needed).</p> <p>Timeline:</p> <p>8/1/22: Report for 1/1/22- 12/31/24.</p> <p>8/1/24: Report for 1/1/25 - 12/31/34.</p> <p>8/1/29: Report for 1/1/30- 12/31/39.</p> <p>8/1/34: Report for 1/1/35-12/31/44.</p>	§18992.1- §18992.3	January 2021; 2023; 2028; 2033	8/1/22; 8/1/24; 8/1/29; 8/1/34	Completed for 2022.
2.0	Capacity Planning	County	Conduct Edible Food Recovery Capacity Study.	<p>The County will conduct an Edible Food Capacity Study as follows:</p> <p>(1) Estimate the edible food waste disposed by applicable generators/ businesses.</p> <p>(2) Identify existing food recovery capacity available, identify new planned capacity, and calculate minimum capacity necessary to collect 20% (statewide). (Note: edible food generators/ businesses are required to donate the MAXIMUM amount of edible food generated.)</p> <p>(3)Develop an implementation schedule demonstrating how capacity expansion will be supported (as needed).</p> <p>Timeline:</p> <p>8/1/22: Report for 1/1/22- 12/31/24.</p> <p>8/1/24: Report for 1/1/25 - 12/31/34.</p> <p>8/1/29: Report for 1/1/30- 12/31/39.</p> <p>8/1/34: Report for 1/1/35-12/31/44.</p>	§18992.1- §18992.3	January 2021; 2023; 2028; 2033	8/1/22; 8/1/24; 8/1/29; 8/1/34	

Jurisdiction Responsibilities

Task	Action Category	Responsible Party	Action Summary	Action	Citation	Recommended Timeline	SB 1383 Deadline	Status
29.0	Capacity Planning	Member Agency	Discuss Organics Recycling Capacity Study.	Discuss the results of the capacity study with SVSWA and collection companies. SVSWA will collaborate with the County to conduct an organics waste recycling capacity study according to the following timeline: 8/1/22: Report for 1/1/22- 12/31/24. 8/1/24: Report for 1/1/25 - 12/31/34. 8/1/29: Report for 1/1/30- 12/31/39. 8/1/34: Report for 1/1/35-12/31/44.	§18992.1- §18992.3	January 2022; 2022; 2029; 2034	8/1/22; 8/1/24; 8/1/29; 8/1/34	Completed for 2022.
30.0	Capacity Planning	Member Agency	Discuss Edible Food Recovery Capacity Study.	Discuss the results of the capacity study with SVSWA and collection companies. SVSWA will collaborate with the County to conduct an Edible Food Recovery Capacity study according to the following timeline: 8/1/22: Report for 1/1/22- 12/31/24. 8/1/24: Report for 1/1/25 - 12/31/34. 8/1/29: Report for 1/1/30- 12/31/39. 8/1/34: Report for 1/1/35-12/31/44.	§18992.1- §18992.3	January 2022; 2022; 2029; 2034	8/1/22; 8/1/24; 8/1/29; 8/1/34	
31.0	Policy	Member Agency	Adopt amendments to agreements & updates to ordinances.	Adopt ordinances or enforceable agreements for: (1) General SB 1383 Compliance & Edible Food Recovery (2) CALGreen Building Standards: (A) Providing readily accessible areas for recycling containers in commercial and multi-family units; (B) Require recycling of organic waste commingled with C&D debris, to meet Cal Green 65% requirement for C&D recycling in both residential and non-residential projects. (3) Water Efficient Landscape Requirements: Require new construction and landscaping projects to meet Water Efficient Landscape requirements for compost and mulch application.	§18981.2 §18989.1 §18989.2 §18997.3	10/2020 - 5/2021	1/1/2022	

Jurisdiction Responsibilities

Task	Action Category	Responsible Party	Action Summary	Action	Citation	Recommended Timeline	SB 1383 Deadline	Status
31.1	Policy	Member Agency	Adopt amendments to agreements & updates to ordinances.	Update designation of responsibilities for program implementation, outreach, and monitoring responsibilities. Responsibilities may be made through any one or more of the following: (1) Contracts with haulers or other private entities; or, (2) Agreements such as MOUs with other jurisdictions, entities, regional agencies, or other government entities, including environmental health departments. Most likely course of action will be to update JPA agreement and hauler agreements.	§18981.2	10/2020 - 5/2021	1/1/2022	
31.2	Policy	Member Agency	Adopt amendments to agreements & updates to ordinances.	Adopt amendments to hauler agreements, contracts with local waste management processing facilities, and organic waste recycling facilities.	§18981.2 §18990.1 §18997.3	10/2020 - 5/2021	1/1/2022	
32.0	Policy	Member Agency	Verify approval of franchise hauler use of organics recycling facilities.	Verify approval of franchisee's use of organics processing facilities. Haulers must provide organic waste collection service that either "source-separates" the waste (e.g. separate bins), or transports all unsegregated waste to a facility that recovers 50% of the organic content collected from the system by 2020; and 75% of the organic waste by 2025.	§18988.1 §18988.2	10/2020 - 8/2021	1/1/2022	
33.0	Organics Collection Service	Member Agency	Verify and publicize if plastic and/ or compostable bags are acceptable.	Verify if plastic bags, compostable plastics, or compostable bags (ASTM D6400 compliant) are acceptable. Organics processing facility must provide written notification of acceptability annually.	§18984.1- §18984.3	10/2020 - 8/2021	1/1/2022	

Jurisdiction Responsibilities

Task	Action Category	Responsible Party	Action Summary	Action	Citation	Recommended Timeline	SB 1383 Deadline	Status
34.0	Education and Outreach	Member Agency	Provide education and outreach campaigns.	Provide the following outreach: (1) Outreach to organic waste generators (commercial generators, business owners, property managers and residents) (a) Generators: waste separation requirements (or information about use of a high diversion waste processing facility); methods for waste prevention and on-site management; methane reduction benefits and methods of local recovery; approved haulers; public health and safety of organics diversion; food recovery; any self-haul requirements. (b) Business Owners: arrange for organics service; provide compliant internal containers and labels; prohibit contamination; provide annual outreach to employees, tenants and customers. (2) Outreach to commercial edible food generators. (3) Community outreach for new or expanded organics facilities.	§18985.2	1/2021 - 9/2021; Annually 2022-2024	2/1/2022	
35.0	Organics Collection Service	Member Agency	Implement commercial organics collection program.	Implement commercial organics collection program. Include schools. Collect data about participation, disposal rate per account and contamination. Note: State Agencies are subject to this requirement.	§ 18984	1/2021 - 9/2021	1/1/2022	
36.0	Organics Collection Service	Member Agency	Implement residential organics collection program.	Implement single-family and multi-family residential organics collection programs. Collect data about participation, disposal rate per account and contamination.	§ 18984	1/2021 - 9/2021	1/1/2022	

Jurisdiction Responsibilities

Task	Action Category	Responsible Party	Action Summary	Action	Citation	Recommended Timeline	SB 1383 Deadline	Status
37.0	Organics Collection Service	Member Agency	Expand existing organics, C&D and recycling collection programs.	Expand existing programs: (1) Bulky Item Collection: Add clean wood and carpet to accepted materials and recycle. Consider local reuse company (Hope) to pick up bags of used clothes the day before Bulky Item Collection. Offer Bulky Item Collection program to multi-family dwellings if not already in place. (2) Carpet & Carpet Pad Recycling: Increase education and outreach, including adding information to the WM website. Generators should be informed on how to prepare carpet and where to take it. Outreach materials may include magnets, brochures, posters, newsletters, email, websites, social media campaigns, and/or a recycling "wizard" would be needed to increase awareness. (3) Mattress Recycling: Increase education and outreach, including adding information to website. Generators should be informed on how to prepare fabric / organic textiles and wood, and where to take them. Outreach materials may include magnets, brochures, posters, newsletters, email, websites, social media campaigns, and/or a recycling "wizard" would be needed to increase awareness.	§18984.1-§18984.3	1/2021 - 9/2021	1/1/2022	

Jurisdiction Responsibilities

Task	Action Category	Responsible Party	Action Summary	Action	Citation	Recommended Timeline	SB 1383 Deadline	Status
38.0	Regulation of Haulers	Member Agency	Implement self-haul and backhaul reporting system.	Implement protocol for approving self hauling of organics (including backhauling from businesses) and collecting the records from these haulers. C&D material is subject to this requirement. Self haulers must source separate organic waste or haul to an organic waste processing facility that recovers 50% of the organic material by 2020 and 75% of the organic material by 2025. The self-hauler must keep records of the facilities used; delivery receipts and weight tickets; the amount of organic material delivered in cubic yards or tons. Records are subject to the inspection by the Member Agency. A residential self-hauler is not required to record or report this information.	§18988.1 §18988.3	1/2021 - 8/2021	1/1/2022	
39.0	Organics Collection Service	Member Agency	Issue exemption waivers.	<p>Assess and approve businesses requesting waivers of exemption. Waiver types include:</p> <p>De Minimis: When minimum volumes of organics are generated: (a) businesses with 2 cubic yards of waste weekly generating less than 20 gallons of organics; (b) businesses with less than 2 cubic yards of service generating less than 10 gallons of organics.</p> <p>Physical Space: Space constraints are identified by a hauler, licensed architects, or engineers. Re-inspect these businesses every 5 years.</p> <p>Collection Frequency: If the generator is using a two- or three-container system they may request every-other-week collection of the gray or blue container.</p> <p><i>Note: waiver assessments may be conducted by a hauler, but issuance of waivers may not be delegated to a private entity.</i></p>	§18984.11	1/2021-12/2022	1/1/2022	

Jurisdiction Responsibilities

Task	Action Category	Responsible Party	Action Summary	Action	Citation	Recommended Timeline	SB 1383 Deadline	Status
40.0	Edible Food Recovery	Member Agency	Implement a Food Recovery Program.	Identify a list of edible food generating businesses (generators); and edible food recovery organizations and services. Require applicable businesses to participate by donating edible food. Provide support for food recovery efforts and support for increasing their capacity as determined by the Capacity Study. (See Edible Food Generator Tiers tab for business types).	§18991.1 - §18991.5	1/2021 - 9/2021; Ongoing 2022-2024	2/1/2022	
41.0	Monitoring and Enforcement	Member Agency	Implement inspection and enforcement plan.	Implement protocol for conducting compliance reviews, providing NoVs and investigating complaints. Conduct compliance reviews for commercial businesses subscribed to 2 or more cubic yards of solid waste service per week. This can be a desk audit to review reports from our haulers to verify that service is provided or that they are complying through self-hauling or backhauling. If the generator is using an unsegregated collection method, verify the business is transporting material to a high diversion organic waste processing facility. Reports must include: findings, NoVs, outreach provided, date and proof of compliance achieved, and other evidence.	§18995.1 §18995.3 §18996.5	1/2022- 12/2023	1/1/2022	
41.1	Monitoring and Enforcement	Member Agency	Implement inspection and enforcement plan.	Distribute a noncompliance letter in response to any residential and commercial violations that occur between 2022 and 2024. The noncompliance letter should be accompanied by the most applicable outreach materials to promote a correction in behavior before 2024.	§18995.1	1/2022- 12/2023	1/1/2022	

Jurisdiction Responsibilities

Task	Action Category	Responsible Party	Action Summary	Action	Citation	Recommended Timeline	SB 1383 Deadline	Status
42.0	Monitoring and Enforcement	Member Agency	Conduct contamination monitoring.	Work with SVSWA and haulers to select a contamination monitoring method (i.e. route reviews or waste evaluations). Recommendation to analyze the cost and benefit of each method. Route reviews are most likely the least expensive method. Container contamination monitoring responsibilities can be designated to haulers.	§18984.5	2/2021- 6/2021; conduct monitoring quarterly	4/1/2022	
43.0	Recordkeeping and Reporting	Member Agency	Update online reporting and customer request portals.	Update Customer Relationship Management (CRM) System to receive complaints and follow up on reported violations. Member Agencies are required to investigate all complaints received, evidence and follow-up actions taken; and provide follow up to the complainer (if not anonymous) on resolution.	§18995.1 §18995.3 §18996.5	1/2021 - 9/2021; Annually 2022-2024	1/1/2022	
44.0	Edible Food Recovery	Member Agency	Inspect edible food generating businesses.	Implement process for inspection of edible food generators and edible food recovery organizations. Provide and collect food donation agreements between businesses and recovery entities.	§18991.4 §18995.1	1/2022- 3/2022	1/1/2022	
44.1	Edible Food Recovery	Member Agency	Inspect edible food generating businesses.	Inspect Tier 1 Edible Food Generators. (1) Verify they have arrangements with a food recovery organization. (2) Verify that the food generators are not intentionally spoiling food that can be recovered.	§18995.1	1/2022- 3/2022	1/1/2022	
44.2	Edible Food Recovery	Member Agency	Inspect edible food generating businesses.	Inspect Tier 2 Edible Food Generators.	§18995.1	1/2024- 3/2024	1/1/2024	
45.0	Policy	Member Agency	Adopt rate adjustments.	Adjust customer and hauler rates to support SB 1383 program. Consider possibility of conducting a rate analysis (e.g. cost-of-service) and adjustments annually or every few years. Customer rates will depend on tip fees and any cost for facility expansions. Recommendation to consider revenue sources (e.g. revenue from violation penalties, franchise fees/ public agency fees, & any surcharges).	N/A	10/2020 - 8/2021	N/A	

Jurisdiction Responsibilities

Task	Action Category	Responsible Party	Action Summary	Action	Citation	Recommended Timeline	SB 1383 Deadline	Status
46.0	Organics Collection Service	Member Agency	Oversee inventory of container colors and labels.	Work with hauler to update container labels with a list or pictures of acceptable and unacceptable materials.	§18984.8	10/2021-12/2021	1/1/2022	
46.1	Organics Collection Service	Member Agency	Oversee inventory of container colors and labels.	Work with hauler to inventory waste containers for compliant colors. Containers replaced or purchased after 1/2022 will need to have a body and/or lid that is: (1) a shade of gray (or black) for trash (2) blue for traditional recyclables (3) green for organic waste (4) brown for food waste if it is collected separately from other organics	§18984.7	10/2021-12/2021	1/1/2036	
47.0	Recordkeeping and Reporting	Member Agency	Collect records and report for Annual Reporting.	Gather documents for Annual Report: (1) Records from hauler (quarterly report, route audits, NoVs, contamination, complaint response plan). (2) A summarized history of all outreach and copies of collateral. (3) Records for edible food recovery, self-hauling and waivers of exemption. (4) Procurement documents.	§18994.2	7/22; 5/23 annually	8/1/2023	
48.0	Recordkeeping and Reporting	Member Agency	Collect records and report for Initial Compliance Report.	Gather compliance documents including copies of ordinances and Franchise Agreement amendments adopted. Begin to prepare the Initial Jurisdiction Compliance Report.	§18994.1	10/2021- 4/2022	4/1/2022	
49.0	Policy	Member Agency	Allocate budget for programs.	Prepare budget for SB 1383 programs.	N/A	6/2020- 10/2020	1/1/2022	
50.0	Edible Food Recovery	Member Agency	Post information about food recovery online.	Post a list of food recovery organizations on the Member Agency website.	§18985.2	1/2021 - 9/2021; Annually 2022-2024	2/1/2022	

Jurisdiction Responsibilities

Task	Action Category	Responsible Party	Action Summary	Action	Citation	Recommended Timeline	SB 1383 Deadline	Status
51.0	Policy	Member Agency	Adopt updates to administrative fee schedule.	Update the administrative fee schedule with civil penalties described in SB 1383. Beginning January 1, 2024, the Member Agency must administer civil penalties in response to violations according to the following SB 1383 penalty amounts: (1) The base penalty for a first violation is \$50- 100 per violation. (2) The base penalty for a second violation is \$100- \$200 per violation. (3) The base penalty for a third violation is \$250- \$500 per violation.	§18997.1 §18997.2	10/2020 - 5/2021	1/1/2024	
52.0	Monitoring and Enforcement	Member Agency	Administer penalties for violations.	Provide enforcement and penalties for violations according to the administrative fee schedule. SB 1383 does not authorize haulers to provide civil penalties.	§18995.1 §18995.4 §18997.1	1/2024- ongoing	1/1/2024	
53.0	Procurement	Member Agency	Calculate the current use of organic waste products.	Work with SVSWA to determine the Member Agency's procurement target and the Member Agency's current use of recovered organic waste products: (1) Annual amount of compost used or given away. (2) Annual amount of renewable transportation fuel used. (3) Annual amount of electricity from biomass conversion used. (4) Annual amount of compliant mulch used by City or contractors.	§18993.1	6/2021 - 10/2021	1/1/2022	
54.0	Procurement	Member Agency	Conduct cost-benefit analysis of purchasing options.	Work with SVSWA to conduct a cost- benefit analysis to determine additional purchase of recovered organic waste products.	N/A	6/2021 - 10/2021	N/A	

Jurisdiction Responsibilities

Task	Action Category	Responsible Party	Action Summary	Action	Citation	Recommended Timeline	SB 1383 Deadline	Status
55.0	Procurement	Member Agency	Implement procurement policy.	Implement procurement policy to require purchase of recovered organic waste products and recycled content paper products. Recycled content paper products include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, and hanging files, corrugated boxes, tissue, and toweling. Recycled paper products, printing and writing paper must consist of at least 30 percent, by fiber weight, postconsumer fiber.	§18993.1	1/2021 - 8/2021	1/1/2022	
56.0	Procurement	Member Agency	Procure recycled organic products.	Purchase recovered organic waste products and recycled content paper products. The per capita procurement target equals 0.08 tons of organic waste per California resident per year. One ton of procurement target = (1) 0.58 tons or 1.45 cubic yards of compost. (2) 21 diesel gallons equivalent of transportation fuel; 242 kilowatt- hours; or 22 therms for heating. (3) 650 kilowatt-hours of electricity. (4) one ton of mulch.	§18993.1 §18993.3	6/2021 - 10/2021	1/1/2022	
57.0	Recordkeeping and Reporting	Member Agency	Collect procurement records.	Collect procurement records and store in the Implementation Record as well as a summary of purchases to submit to SVSWA for annual report.	§18993.2 §18993.4	7/2022; 5/2023 annually	10/1/2022; annually beginning 8/1/2023	
58.0	Procurement	Member Agency	Use recovered organic waste products.	Use mulch/ compost for landscaping, stormwater management, giveaway or other applications. Maximize use of reusable transportation fuels to meet the procurement requirement (if applicable).	§18993.1	6/2021 - 10/2021	1/1/2022	
59.0	Policy	Member Agency	Update Special Event permits for organics recycling & food recovery.	Update special event permits for (1) proper waste separation (2) food donation.	§18984.9 §18985.1 §18993.1	1/2021 - 8/2021	(1) 1/1/2022; (2) 1/1/2024	



Monterey County

Item No.24

Board Report

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

Legistar File Number: A 20-518

January 05, 2021

Introduced: 12/4/2020

Current Status: Natividad Medical Center -
Consent

Version: 1

Matter Type: BoS Agreement

a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 1 to the agreement (A-14474) with Johnson Controls, Inc. for repair and maintenance services on automation for heating, ventilation, air conditioning and the variable frequency drive (VFD) system at NMC, adding \$300,000 for a revised total agreement amount not to exceed \$450,000, with no changes to the current agreement term September 1, 2019 through August 31, 2022.

RECOMMENDATION:

It is recommended the Board of Supervisors:

Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 1 to the agreement (A-14474) with Johnson Controls, Inc. for repair and maintenance services on automation for heating, ventilation, air conditioning and the variable frequency drive (VFD) system at NMC, adding \$300,000 for a revised total agreement amount not to exceed \$450,000, with no changes to the current agreement term September 1, 2019 through August 31, 2022.

SUMMARY/DISCUSSION:

Johnson Controls Inc (JCI) provides repair and maintenance services for Natividad Medical Center's mechanical controls, building automation system, and variable frequency drives. Johnson Control's propriety Metasys building automation system monitors and controls various buildings mechanical and electrical system functions which are critical for regulatory compliance, infection control, and patient and staff safety.

The systems and components are regulated and audited by the Joint Commission and the state of California through Title 22 and Title 24 and are vital to supporting equipment and processes in the Laboratory, Radiology, and the Pharmacy Departments. The Metasys system also provides monitor and control functions for the medical center's heating, ventilation, and air conditioning systems as well as serving patient care and staff areas.

This Amendment adds additional funds to cover the controls automation upgrade, control automation replacement in building 400, and all other repairs and service calls through the agreement end date.

OTHER AGENCY INVOLVEMENT:

The Office of County Counsel has reviewed and approved this amendment No. 1 as to form, and the Auditor-Controller has reviewed and approved as to payment provisions. The amendment No. 1 has also been reviewed and approved by NMC's Finance Committee and by its Board of Trustees on November 13, 2020.

FINANCING:

The cost for this amendment No.1 is \$300,000 of which \$200,000 is included in the Fiscal Year 2020-21 Adopted Budget. Amounts for remaining years of the agreement will be included in those budgets as appropriate.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

The monitoring and control of various building's mechanical and electrical system are critical for regulatory compliance, energy efficiency infection control, and patient and staff safety.

- ☐ Economic Development
- ☐ Administration
- ☐ Health and Human Services
- ☒ Infrastructure
- ☐ Public Safety

Prepared by: Andrea Rosenberg, Hospital Assistant Administrator, 783-2562

Approved by: Gary R. Gray, DO, Chief Executive Officer, 783-2553

Attachments:

Johnson Controls, Inc. Amendment 1

Johnson Controls, Inc. Agreement

Attachments on file with the Clerk of the Board



Monterey County

Item No.

Board Report

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

Legistar File Number: A 20-518

January 05, 2021

Introduced: 12/4/2020

Current Status: Agenda Ready

Version: 1

Matter Type: BoS Agreement

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BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

The monitoring and control of various building's mechanical and electrical system are critical for regulatory compliance, energy efficiency infection control, and patient and staff safety.

- ☐ Economic Development
- ☐ Administration
- ☐ Health and Human Services
- ☒ Infrastructure
- ☐ Public Safety

Prepared by: Andrea Rosenberg, Hospital Assistant Administrator, 783-2562

Approved by: Gary R. Gray, DO, Chief Executive Officer, 783-2553

Attachments:

Johnson Controls, Inc. Amendment 1

Johnson Controls, Inc. Agreement

Attachments on file with the Clerk of the Board

Dr. Gary R. Gray
Dr. Gary R. Gray, Chief Executive Officer

12/21/20
Date

**AMENDMENT NO. 1
TO SERVICES AGREEMENT
BETWEEN JOHNSON CONTROLS, INC. AND
NATIVIDAD MEDICAL CENTER
FOR
AUTOMATION REPAIR & MAINTENANCE SERVICES**

This Amendment No. 1 to the Services Agreement ("Agreement") which was effective on September 1, 2019 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"), and Johnson Controls Inc. (hereinafter "CONTRACTOR"); (collectively, the County, NMC and CONTRACTOR are referred to as the "Parties"), with respect to the following:

RECITALS

WHEREAS, the Agreement was executed for repair and maintenance services on automation for heating, ventilation, air conditioning & variable frequency with a term September 1, 2019 through August 31, 2022 and a total Agreement amount not to exceed \$150,000; and

WHEREAS, NMC and CONTRACTOR currently wish to amend the Agreement to add an additional \$300,000 to allow for services to continue, for a total Agreement amount not to exceed \$450,000.

AGREEMENT

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

The Agreement is hereby renewed on the terms and conditions as set forth in the Original Agreement incorporated herein by this reference, except as specifically set forth below.

1. Section 2, "PAYMENTS BY NMC" shall be amended to the following:
"NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in EXHIBIT A as per this Agreement. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$450,000."
2. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 1 and shall continue in full force and effect as set forth in the Agreement.
3. A copy of this Amendment No. 1 shall be attached to the Agreement.
4. This Amendment No. 1 shall be effective when signed by both parties.

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 1 on the basis set forth in this document and have executed this Amendment No. 1 on the day and year set forth herein.

NATIVIDAD MEDICAL CENTER

By: _____
Gary R. Gray, DO, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: *Haley L. Smith*
Monterey County Deputy County Counsel

Date: 12/4/2020

APPROVED AS TO FISCAL PROVISIONS

By: *gary k giboney*
Monterey County Deputy Auditor/Controller

Date: 12-4-2020

CONTRACTOR

Johnson Controls

CONTRACTOR's Business Name

See instructions below

By: *Andrew Krynen*
(Signature of: Chair, President, or Vice-President)

Andrew Krynen/Area General Manager
Name and Title

Date: October 9, 2020

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

Amber Halford, Branch Service Mgr
Name and Title

Date: 10/9/20

*****Instructions*****

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

If CONTRACTOR is a partnership; the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership (two signatures required).

If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required).



Monterey County Board of Supervisors

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

Board Order

Agreement No. A-14474

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Chris Lopez to:

- a. Authorize the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute an agreement with Johnson Controls Inc. for repair and maintenance services on automation for heating, ventilation, air conditioning and the variable frequency drive (VFD) system at NMC for an amount not to exceed \$150,000 with an agreement term September 1, 2019 through August 31, 2022.
- b. Authorize the Deputy Purchasing Agent for NMC or his designee to execute up to three (3) future amendments to the agreement which do not significantly alter the scope of work and do not cause an increase of more than ten percent (10%) (\$15,000) of the original cost of the agreement.

PASSED AND ADOPTED on this 27th day of August 2019, by the following vote, to wit:

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

NOES: None

ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting August 27, 2019.

Dated: August 28, 2019

File ID: A 19-291

Agenda Item No.: 28

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

Joel G. Pablo, Deputy

 **Natividad** MEDICAL CENTER
COUNTY OF MONTEREY AGREEMENT FOR SERVICES
(MORE THAN \$100,000)

This Agreement for Services (hereinafter "Agreement") is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter, "the County"), on behalf of Natividad Medical Center ("NMC"), a general acute care teaching hospital wholly owned and operated by the County, and Johnson Controls, Inc _____
(hereinafter "CONTRACTOR").

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

1. **GENERAL DESCRIPTION OF SERVICES TO BE PROVIDED.** NMC hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of the Agreement. The services are generally described as follows: repair and maintenance on building automation, ventilation, air conditioning
_____ systems and the Variable Frequency Drive (VFD).
_____.
2. **PAYMENTS BY NMC.** NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$ 150,000 _____.
3. **TERM OF AGREEMENT.**
 - 3.1. The term of this Agreement is from September 1, 2019 through August 31, 2022 unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and NMC and with NMC signing last and CONTRACTOR may not commence work before NMC signs this Agreement.
 - 3.2. NMC reserves the right to cancel this Agreement, or an extension of this Agreement, without cause, with a thirty (30) day written notice, or with cause immediately.
4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A: Scope of Services/Payment Provisions
5. **PERFORMANCE STANDARDS.**
 - 5.1. CONTRACTOR warrants that CONTRACTOR and Contractor's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required

under this Agreement and are not employees of NMC, or immediate family of an employee of NMC.

- 5.2. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.3. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use NMC premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6. PAYMENT CONDITIONS.

- 6.1. Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provide in this paragraph. NMC does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.2. Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety (90) days prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County (NMC) and the CONTRACTOR.
- 6.3. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement, and then only in accordance with any applicable County policies.
- 6.4. Invoice amounts shall be billed directly to the ordering department.
- 6.5. 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. NMC shall certify the invoice, either in the requested amount or in such other amount as NMC approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7. TERMINATION.

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

NMC terminates this Agreement for good cause, NMC may be relieved of the payment of any consideration to Contractor, and NMC may proceed with the work in any manner, which NMC deems proper. The cost to NMC shall be deducted from any sum due the CONTRACTOR under this Agreement.

- 7.3 NMC'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 NMC's purchase of the indicated quantity of services, then NMC 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. INDEMNIFICATION.

- 8.1 CONTRACTOR shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "County"), its officers, agents and employees from any and all claims, liability 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 County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9. INSURANCE.

9.1 Evidence of Coverage:

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

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

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

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

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.

- ☐ Exemption/Modification (Justification attached; subject to approval).

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

- ☐ Exemption/Modification (Justification attached; subject to approval).

Workers' Compensation Insurance, If CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

- ☐ Exemption/Modification (Justification attached; subject to approval).

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

- ☐ Exemption/Modification (Justification attached; subject to approval).

9.4 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to NMC and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

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

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

Prior to the execution of this Agreement by NMC, CONTRACTOR shall file certificates of insurance with NMC's Contracts/Purchasing Department, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five (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 NMC, annual certificates to NMC's Contracts/Purchasing Department. If the certificate is not received by the expiration date, NMC shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles NMC, at its sole discretion, to terminate the Agreement immediately.

10. RECORDS AND CONFIDENTIALITY.

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

- 10.2 NMC Records. When this Agreement expires or terminates, CONTRACTOR shall return to NMC any NMC records which CONTRACTOR used or received from NMC to perform services under this Agreement.
- 10.3 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.4 Access to and Audit of Records. NMC shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of NMC or as part of any audit of NMC, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.5 Royalties and Inventions. NMC shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize other to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of NMC.
11. **NON-DISCRIMINATION**. During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, full comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.
12. **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT**. If this Agreement has been or will be funded with monies received by NMC pursuant to a contract with the state or federal government in which NMC is the grantee, CONTRACTOR will comply with all the provisions of said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, NMC will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.
13. **INDEPENDENT CONTRACTOR**. In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent CONTRACTOR and not as an employee of NMC. No offer or obligation of permanent

employment with NMC or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from NMC any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold NMC and the County of Monterey harmless from any and all liability, which NMC may incur because of CONTRACTOR's failure to pay such taxes.

14. **NOTICES.** Notices required under this Agreement shall be delivered personally or by first-class, postage per-paid mail to NMC and CONTRACTOR's contract administrators at the addresses listed below

NATIVIDAD MEDICAL CENTER:

Natividad Medical Center
Attn: Contracts Division
1441 Constitution Blvd
Salinas, CA. 93906
FAX: 831-757-2592

CONTRACTOR:

Business Name: Johnson Controls Inc.

Attn: Amber Halford

Address: 6952 Preston Ave

City, State, Zip: Livermore, Ca 94551

FAX: N/A


Email: amber.v.halford@jci.com

15. MISCELLANEOUS PROVISIONS.

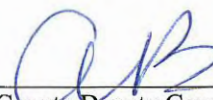
- 15.1 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.
- 15.2 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by NMC and the CONTRACTOR.
- 15.3 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by NMC and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.4 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

- 15.5 Disputes: CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.6 Assignment and Subcontracting: The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of NMC. None of the services covered by this Agreement shall be subcontracted without the prior written approval of NMC. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.7 Successors and Assigns: This Agreement and the rights, privileges, duties, and obligations of NMC and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.8 Compliance with Applicable Law: The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.9 Headings: The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is of the Essence: Time is of the essence in each and all of the provisions of this Agreement
- 15.11 Governing Law: This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement: This Agreement is non-exclusive and each of NMC and CONTRACTOR expressly reserves the right to contract with other entities for the same or similar services.
- 15.13 Construction of Agreement: NMC and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 Integration: This Agreement, including the exhibits, represents the entire Agreement between NMC and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations representations, or agreements, either written or oral, between NMC and CONTRACTOR as of the effective date of this Agreement, which is the date that NMC signs the Agreement.
- 15.16 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.

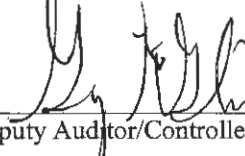
NATIVIDAD MEDICAL CENTER

By: 
Gary R. Gray, DO, CEO
Date: 8/30/19

APPROVED AS TO LEGAL PROVISIONS

By: 
Monterey County Deputy County Counsel
Date: July 2, 2019

APPROVED AS TO FISCAL PROVISIONS

By: 
Monterey County Deputy Auditor/Controller
Date: 7-31-19

CONTRACTOR

Johnson Controls Inc.
Contractor's Business Name*** (see instructions)
Amber Halford
Signature of Chair, President, or Vice-President

Amber Halford, Branch Service Manager
Name and Title

Date: 06/20/2019

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

Name and Title

Date: _____

*****Instructions:**

If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (two signatures required). If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership (two signatures required). If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required).

**EXHIBIT A:
SCOPE OF SERVICES AND PAYMENT PROVISIONS**

**Professional Services Agreement
Between Johnson Controls and The Natividad Medical Center (NMC)
for
Repair and Maintenance of Various Mechanical Control Systems, Building
Automation.**

**TO: Jeffrey Cleek
Natividad Medical Center**

**FROM: Diego Carvajal
Johnson Controls, Inc.**

DATE: 6/6/19

We are pleased to offer the Scope of Work for system and equipment maintenance and repair (ITEM 1) and also the Scope of Work for the Optional Repair and Upgrade Services (ITEM 2) in accordance with the attached services agreement:

ITEM 1: PLANNED MAINTENANCE SERVICE AGREEMENT SCOPE OF WORK

Johnson Controls, Inc. provides repair and maintenance services for NMC's air heating and cooling systems including but not limited to mechanical controls, pumps and variable frequency drives , and the Johnson Controls' proprietary Metasys building automation system (includes software and hardware) which monitors and controls various building mechanical and electrical system functions throughout the hospital. The Metasys system is critical for regulatory compliance, infection control, and patient and staff safety.

NMC Obligations and Tasks:

1. Indicate appropriate person(s) for technicians to check in with each visit
2. Work with technicians to identify areas of work for each visit
3. Send additional critical tasks for visits at least (2) weeks in advance
4. Call the Johnson Controls Service Hotline at (866) 819-0234 to schedule repair services for mechanical equipment and controls
 - o Note: this hotline is available 24/7/365 for repair services to critical systems that cannot wait for a scheduled visit.
5. Provide reasonable access to the facility and equipment
6. Provide a safe working environment
7. Adhere to the Johnson Controls Stop Work Policy.

CONTRACTOR's Mechanical Technician Tasks:

1. Monthly visit
 - Spend (8) hours onsite performing preventative maintenance at the direction of the Facilities staff on site.
 - During the maintenance period the technician is to perform (1) Visit for (8) hours, per Month.
2. Exclusions for mechanic scope:
 - Any repairs of mechanical systems
 - Changing filters, belts and greasing motors

CONTRACTOR's Building Management System Technician Tasks:

3. Scheduled Monthly visits- (1) Visit for (8) hours, per month during the maintenance period
 - Follow Building Management Controls "Technician" tasks/procedures outlined in the following pages, as required
 - Backup database every 6 months

CONTRACTOR's Building Management System Technician Task/Procedure:

1. Check-in with appropriate NMC representative.
2. Coordinate with the NMC for any operational issues and/or deficiencies as well as their priority levels.
3. Develop a plan with the NMC to clear the issues list and schedule any required maintenance.
4. Complete any required NMC's issues list, record observations.
5. Check-out and report observations to appropriate NMC representative.

ITEM 2: OPTIONAL REPAIR AND UPGRADE SERVICES SCOPE OF WORK

Repairs and upgrades are offered on an as-needed at NMC's request and shall be billable at the hourly labor rates listed in the "Pricing" section of this scope of services (below). Parts needed during repair work shall be billed at Johnson Control's best pricing of list price less 50%.

Any recommended or suggested system upgrades (software, hardware or otherwise) shall only be implemented at NMC's request. Should NMC decline to proceed with an upgrade of any kind, CONTRACTOR shall continue to fulfill all maintenance and repair obligations regardless.

The following tasks are available to NMC under this Repair and Upgrade Scope of Work and will be performed only as requested by NMC. These tasks are not done on a routine schedule and NMC will only be billed for items that CONTRACTOR has received a written request for from an authorized NMC representative.

1. Quarterly controls training for NMC operators in the Johnson Controls branch or in Milwaukee only as requested by NMC in writing.
2. Services to be provided on Johnson Controls equipment as requested by NMC
 - Preventative maintenance services
 - Test and inspect
 - Equipment and system repair
 - Replacement as necessary
 - Upgrades as required
3. Access control
 - Electronic access control systems
 - Single card/credential
 - Visitor management
 - Physical Identity Access Management (PIAM)
4. Intrusion detection
 - Perimeter intrusion detection
 - Virtual detection systems
 - Burglar alarm
5. Barrier and control systems and equipment
 - Locking hardware
 - Fencing, bollards and barriers
 - Screening equipment
 - Automated vehicle gates and crash barriers
6. Communication systems
 - Intercom
 - Emergency notifications
 - PA systems
7. Video Surveillance
 - Network I/P video systems

- Digital video recording
- Video analytics
- Thermal and IR cameras
- 8. Physical Security Information Management (PSIM)
- 9. Fire and Life Safety Systems
 - Fire alarm systems
 - Mass notification
 - Very Early Smoke Detection Apparatus (VESDA)
 - Mustering – fire life safety
 - Evacuation – fire life safety
 - Intercom Systems
 - Paging Systems
 - Test and inspect
 - Threat assessment
- 10. Healthcare solutions
 - Nurse call
 - Infant protection
 - Real time location systems
- 11. Chillers
 - Water-cooled and air-cooled
 - Preventative maintenance services
 - Tube brushing
 - Repair services
- 12. General mechanical equipment
 - Preventative maintenance services
 - Repair services

Clarifications

1. All tasks listed herein are per NMC's request only and shall be billed at the hourly rates stated herein this Agreement.
2. Controls and mechanical technicians will be onsite for 8 hours for each visit
3. In-house mechanical staff is responsible for changing filters, greasing motors, changing belts on Air Handling Units

Exclusions (NMC staff to perform these tasks)

1. Changing filters, greasing motors, and changing belts/sheaves on air handling units
2. Any repairs
 - Repairs handled under "System Upgrade and Repair Services" on a T & M basis
3. Any work in areas containing or known to contain asbestos
4. Any work in unsafe environments as outlined in Johnson Controls Stop Work Policy included as Exhibit B herein.
5. Any activities not explicitly stated herein

PRICING:

Item 1: Planned Service Agreement (annual) ----- **\$41,890**

Johnson Controls, Inc. will submit billing to NMC on a quarterly basis for the planned annual maintenance. Any requested repairs and upgrades shall be billed in accordance with the county's payment terms as per section 6.5 of the Agreement and at the rates stated herein.

Discounted Labor rates for included lines of business include:

LABOR TYPE	Straight Time	Overtime	Holidays
CONTROLS	\$221.40/hr	\$332.10/hr	\$442.80/hr
MECHANICAL HVAC	\$185.40/hr	\$278.10/hr	\$370.80/hr

Any control parts needed during repairs shall be billed at list less 50%. Parts outside of controls shall include a 10% discount.

Above Labor Rates reflect a 10% discount from standard Labor Rates. JCI will honor the discounted rate for the duration of the Agreement.

Prevailing Wages: CONTRACTOR shall comply with provisions of the Labor Code (sections 1720, et seq.) governing public works, including payment of prevailing wages, payroll records and employment of apprentices. Copies of the determination of the general prevailing rate of per diem wages are available to interested parties at:

<http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.

DIR Registration: During the entire term of this Agreement CONTRACTOR shall be registered with the California Department of Industrial Relations as a Public Works Contractor pursuant to Division 2, Part 7, Chapter 1, commencing with section 1720 of the California Labor Code. CONTRACTOR shall also fully comply with all SB 854 requirements.

Posting of Prevailing Wages at Job Site: CONTRACTOR and NMC agree that CONTRACTOR shall be responsible for posting a copy of the determination of the prevailing wage rate of per diem wages at each job site for which CONTRACTOR provides services under this agreement to remain compliant with California Labor Code 1773.2.



Monterey County

Item No.25

Board Report

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

Legistar File Number: RES 20-220

January 05, 2021

Introduced: 12/9/2020

Current Status: Natividad Medical Center -
Consent

Version: 1

Matter Type: BoS Resolution

Adopt Resolution to:

- a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A to adjust the salary range for the classification of Medical Laboratory Technician, as indicated; and
- b. Direct the Human Resources Department to implement the changes in the Advantage HRM System.

..Report

RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A to adjust the salary range for the classification of Medical Laboratory Technician, as indicated; and
- b. Direct the Human Resources Department to implement the changes in the Advantage HRM System.

SUMMARY/DISCUSSION:

On February 4, 2020, the United States declared a public health emergency related to COVID-19. On March 19, 2020, the President of the United States, declared a national emergency related to the public health crisis with COVID-19. California proclaimed an emergency on March 4, 2020 and Monterey County proclaimed an emergency on March 6, 2020.

Natividad staff have been responding to reports of suspected and confirmed cases of COVID-19 since mid-January 2020 and continue to test and treat those within the community on steps to take to mitigate the virus. The Natividad Laboratory is functioning as a critical and crucial component for the testing of the COVID-19 virus. The Natividad Laboratory has been processing testing for COVID-19 since approximately March 2020. The Natividad Laboratory processes COVID-19 tests and in order to continue to contain and mitigate the virus, it is crucial that testing is done accurately and timely.

Natividad competes for applicants for the position of Medical Laboratory Technician who have specialized training, knowledge, skills and abilities. Due to the emergency, and the state mandated requirements to have COVID-19 testing available, Natividad Laboratory is adding additional staff to ensure that COVID-19 testing is completed timely. This is even more critical in the County of Monterey, who has been in the most restrictive "purple tier" due to the high number of COVID-19 cases. Natividad has continued to operate 24/7 to respond to this crisis.

The Medical Laboratory Technician classification was not included in recent wage studies for laboratory staff. A wage study was requested for this position to ease recruitment difficulties and to ensure the salary aligns with the market salary. The wage study is now complete and identified the

Monterey County classification of Medical Laboratory Technician is paid 6.58% below the survey mean.

Classification Title: Medical Laboratory Technician

Hourly, Bi-Weekly and Monthly Pay Rates

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Class Code	WG *	EEO Cat*	W/C*	BU
FLSA Code*											
\$35.056	\$36.984	\$39.018	\$41.164	\$43.428	\$45.599	\$47.879	50D11	14	T	9043	H Non-exempt
\$2,804.48	\$2,958.71	\$3,121.43	\$3,293.10	\$3,474.21	\$3,647.92	\$3,830.32					
\$6,076	\$6,411	\$6,763	\$7,135	\$7,527	\$7,904	\$8,299					

It is therefore recommended the Board of Supervisors approve the recommendation action to adjust the salary range of the Medical Laboratory Technician to ensure that qualified applicants are recruited for this crucial and critical position within the Natividad Laboratory during this time of emergency. For these reasons, it is recommended that your Board approve these actions.

OTHER AGENCY INVOLVEMENT:

The Monterey County Human Resources Department and the Service Employees International Union (SEIU) Local 521 concurs with the recommendations.

FINANCING:

There is an annualized salary increase of \$9,851 as a result of these actions for Natividad Medical Center (Unit 9600) FY 2020-21 Adopted Budget. This action does not impact the General Fund.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

The proposed recommended actions address the Board of Supervisors Administration Strategic Initiative. The actions demonstrate the County's commitment to meeting the Board's initiatives in recruiting, retaining, and attracting a diverse, talented workforce that supports the mission of Monterey County.

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

Prepared by: Janine Bouyea, Acting Hospital Assistant Administrator, (831) 783-2701

Approved by: Dr. Gary Gray, D.O., Hospital Chief Executive Officer, (831) 783-2553

Attachment:
Resolution



Monterey County

Item No.

Board Report

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

Legistar File Number: RES 20-220

January 05, 2021

Introduced: 12/9/2020

Current Status: Agenda Ready

Version: 1

Matter Type: BoS Resolution

Adopt Resolution to:

- a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A to adjust the salary range for the classification of Medical Laboratory Technician, as indicated; and
- b. Direct the Human Resources Department to implement the changes in the Advantage HRM System.

..Report

RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A to adjust the salary range for the classification of Medical Laboratory Technician, as indicated; and
- b. Direct the Human Resources Department to implement the changes in the Advantage HRM System.

SUMMARY/DISCUSSION:

On February 4, 2020, the United States declared a public health emergency related to COVID-19. On March 19, 2020, the President of the United States, declared a national emergency related to the public health crisis with COVID-19. California proclaimed an emergency on March 4, 2020 and Monterey County proclaimed an emergency on March 6, 2020.

Natividad staff have been responding to reports of suspected and confirmed cases of COVID-19 since mid-January 2020 and continue to test and treat those within the community on steps to take to mitigate the virus. The Natividad Laboratory is functioning as a critical and crucial component for the testing of the COVID-19 virus. The Natividad Laboratory has been processing testing for COVID-19 since approximately March 2020. The Natividad Laboratory processes COVID-19 tests and in order to continue to contain and mitigate the virus, it is crucial that testing is done accurately and timely.

Natividad competes for applicants for the position of Medical Laboratory Technician who have specialized training, knowledge, skills and abilities. Due to the emergency, and the state mandated requirements to have COVID-19 testing available, Natividad Laboratory is adding additional staff to ensure that COVID-19 testing is completed timely. This is even more critical in the County of Monterey, who has been in the most restrictive "purple tier" due to the high number of COVID-19 cases. Natividad has continued to operate 24/7 to respond to this crisis.

The Medical Laboratory Technician classification was not included in recent wage studies for laboratory staff. A wage study was requested for this position to ease recruitment difficulties and to ensure the salary aligns with the market salary. The wage study is now complete and identified the Monterey County classification of Medical Laboratory Technician is paid 6.58% below the survey

mean.

Classification Title: Medical Laboratory Technician

Hourly, Bi-Weekly and Monthly Pay Rates

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Class Code		WG *	EEO Cat*	W/C*	BU
FLSA Code*												
\$35.056	\$36.984	\$39.018	\$41.164	\$43.428	\$45.599	\$47.879	50D11	14	T	9043	H	Non-exempt
\$2,804.48	\$2,958.71		\$3,121.43	\$3,293.10		\$3,474.21	\$3,647.92		\$3,830.32			
\$6,076	\$6,411	\$6,763	\$7,135	\$7,527	\$7,904	\$8,299						

It is therefore recommended the Board of Supervisors approve the recommendation action to adjust the salary range of the Medical Laboratory Technician to ensure that qualified applicants are recruited for this crucial and critical position within the Natividad Laboratory during this time of emergency. For these reasons, it is recommended that your Board approve these actions.

OTHER AGENCY INVOLVEMENT:

The Monterey County Human Resources Department and the Service Employees International Union (SEIU) Local 521 concurs with the recommendations.

FINANCING:

There is an annualized salary increase of \$9,851 as a result of these actions for Natividad Medical Center (Unit 9600) FY 2020-21 Adopted Budget. This action does not impact the General Fund.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

The proposed recommended actions address the Board of Supervisors Administration Strategic Initiative. The actions demonstrate the County's commitment to meeting the Board's initiatives in recruiting, retaining, and attracting a diverse, talented workforce that supports the mission of Monterey County.

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

Prepared by: Janine Bouyea, Acting Hospital Assistant Administrator, (831) 783-2701

Approved by: Dr. Gary Gray, D.O., Hospital Chief Executive Officer, (831) 783-2553

Attachment:
Resolution

Dr. Gary R. Gray
Dr. Gary R. Gray, Chief Executive Officer

12/18/20
Date

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

Resolution No.: PPPR Control No. 20-019)
 HRM Control No. 20-015)
)
 Adopts a Resolution to:)
 a) Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix)
 A to adjust the Salary Ranges for the Classification of Medical Laboratory)
 Technician; and)
 b) Direct the Monterey County Human Resources Department to implement the)
 changes in the Advantage HRM system.)
)

WHEREAS, Natividad Laboratory provides support of public and community health efforts including testing for COVID-19; and

WHEREAS, the Medical Laboratory Technician classification is critical to the operations of the Natividad Laboratory; and

WHEREAS, a wage study for the classification of Medical Laboratory Technician was conducted and identified the current salary is 6.58% below the survey mean.

NOW, THEREFORE, the Monterey County Board of Supervisors hereby resolved to approve the following:

1. The Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A is amended to adjust the Salary Ranges for the Classification of Medical Laboratory Technician as indicated below;

Classification Title: Medical Laboratory Technician							Class Code	WG *	EEO Cat*	W/C*	BU	FLSA Code*
Hourly, Bi-Weekly and Monthly Pay Rates												
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7						
\$35,056	\$36,984	\$39,018	\$41,164	\$43,428	\$45,599	\$47,879	50D11	14	T	9043	H	Non-exempt
\$2,804.48	\$2,958.71	\$3,121.43	\$3,293.10	\$3,474.21	\$3,647.92	\$3,830.32						
\$6,076	\$6,411	\$6,763	\$7,135	\$7,527	\$7,904	\$8,299						

*provided for information purposes only

2. The Monterey County Human Resources Department is directed to implement the changes in the Advantage HRM System.

PASSED AND ADOPTED on this _____ day of _____, 2021, by the following vote,
to-wit:

AYES:

NOES:

ABSENT:

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

Dated:

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

By _____
, Deputy



Monterey County

Item No.25.1

Board Report

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

Legistar File Number: RES 21-007

January 05, 2021

Introduced: 12/29/2020

Current Status: Agenda Ready

Version: 1

Matter Type: BoS Resolution

Adopt a resolution ratifying the Local Health Emergency for the Monterey County Fires Incident as declared by Edward Moreno, Health Officer of the County of Monterey. (ADDED VIA ADDENDA)

RECOMMENDATION:

It is recommended that the Board of Supervisors:

Adopt a resolution ratifying the Local Health Emergency for the Monterey County Fires Incident as declared by Edward Moreno, Health Officer of the County of Monterey.

SUMMARY:

On August 16, 2020 the River, Dolan and Carmel wildfires (collectively, the "Monterey County Fires") swept through areas of unincorporated Monterey County causing severe damage to areas including but not limited to the Sierra de Salinas range, Carmel Valley and areas of Cachagua and Jamesburg, and Big Sur Ventana Wilderness. On September 3, 2020, Dr. Moreno declared a Local Health Emergency and on September 10, 2020, Dr. Moreno declared a second Local Health Emergency. On September 15, 2020 the Board of Supervisors ratified the September 10th Local Health Emergency. The Board of Supervisors reviewed and continued the Local Health Emergency on October 13, November 5, and December 1, 2020. On December 30, 2020 Dr. Moreno declared a third Local Health Emergency. Ratification of the Declaration by the Board of Supervisors is requested.

DISCUSSION:

The Monterey County Fires have caused damage and destruction of homes and buildings, resulting in ash debris that has been tested and is known to be contaminated with heavy metals, asbestos, and household hazardous waste. As such, the hazardous ash debris poses an exceptional risk of exposure to county residents, various state and local agency employees and private contractor employees. This risk was determined to be an immediate threat to the health and safety of the public, prompting the Monterey County Health Officer to declare a Local Health Emergency on September 3, 2020 which expired after 7 days. On September 10, 2020 the County Health Officer again declared a Local Health emergency and on September 15, 2020 the Board of Supervisors ratified the Local Health emergency. Once ratified, the Board of Supervisors must review at least every 30 days the need for continuing the Local Health Emergency. The Board of supervisors reviewed and continued the Local Health Emergency on October 13, November 5 and December 1, 2020. The next meeting at which continuance of the Local Health Emergency can be scheduled for consideration by the Board of Supervisors is its regular meeting on January 5, 2021, which is beyond the thirty-day requirement for

continuance by the Board of Supervisors. Accordingly, Dr. Moreno declared a third Local Health Emergency on December 30, 2020 with the same terms and provisions as his Local Health Emergency of September 10, 2020. Most but not all affected properties have completed Phase 1 removal of household hazardous waste by the U.S. Environmental Protection Agency. Due to the continued presence of hazardous waste on properties with structural damage as a result of wildfires, conditions warranting the Local Health Emergency continue to exist. Ratification of the Local Health Emergency is requested.

OTHER AGENCY INVOLVEMENT:

Continuance of the Local Health Emergency will allow for cooperation and mutual aid assistance from regional and state agencies to Monterey County Environmental Health and Public Health Bureaus to properly handle and dispose of hazardous waste.

FINANCING:

The financial impact of this declaration is undetermined as this time due to the need for further assessment of costs involved with clean up and mitigation of hazardous debris.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

Check the related Board of Supervisors Strategic Initiatives:

☐ Economic Development:

- Through collaboration, strengthen economic development to ensure a diversified and healthy economy.

☐ Administration:

- Promote an organization that practices efficient and effective resource management and is recognized for responsiveness, strong customer orientation, accountability and transparency.

☐ Health & Human Services:

- Improve health and quality of life through County supported policies, programs, and services; promoting access to equitable opportunities for healthy choices and healthy environments in collaboration with communities.

☒ Infrastructure:

- Plan and develop a sustainable, physical infrastructure that improves the quality of life for County residents and supports economic development results.

☐ Public Safety:

- Create a safe environment for people to achieve their potential, leading businesses and communities to thrive and grow by reducing violent crimes as well as crimes in general.

Prepared by: Edward Moreno, Health Officer, (831)755-4585

Approved by:

Date:

Elsa Jimenez, Director of Health, (831)755-4526

Attachments:

Resolution Ratifying the December 30, 2020 Declaration of a Local Health Emergency is on file with the Clerk of the Board

Declaration of Local Health Emergency issued on December 30, 2020 is on file with the Clerk of the Board

RES 20-384, Resolution to Continue the Local Health Emergency, adopted December 1, 2020 is on file with the Clerk of the Board

RES 20-359, Resolution to Continue the Local Health Emergency, adopted November 5, 2020 is on file with the Clerk of the Board

RES 20-332, Resolution to Continue the Local Health Emergency, adopted October 13, 2020 is on file with the Clerk of the Board

RES 20-298, Resolution Ratifying the September 10, 2020 Declaration of a Local Health Emergency, adopted September 15, 2020 is on file with the Clerk of the Board

Declaration of Local Health Emergency issued on September 10, 2020 is on file with the Clerk of the Board

Declaration of Local Health Emergency issued on September 3, 2020 is on file with the Clerk of the Board



Monterey County

Item No.

Board Report

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

Legistar File Number: RES 21-007

January 05, 2021

Introduced: 12/29/2020

Current Status: Agenda Ready

Version: 1

Matter Type: BoS Resolution

Adopt a resolution ratifying the Local Health Emergency for the Monterey County Fires Incident as declared by Edward Moreno, Health Officer of the County of Monterey.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

Adopt a resolution ratifying the Local Health Emergency for the Monterey County Fires Incident as declared by Edward Moreno, Health Officer of the County of Monterey.

SUMMARY:

On August 16, 2020 the River, Dolan and Carmel wildfires (collectively, the “Monterey County Fires”) swept through areas of unincorporated Monterey County causing severe damage to areas including but not limited to the Sierra de Salinas range, Carmel Valley and areas of Cachagua and Jamesburg, and Big Sur Ventana Wilderness. On September 3, 2020, Dr. Moreno declared a Local Health Emergency and on September 10, 2020, Dr. Moreno declared a second Local Health Emergency. On September 15, 2020 the Board of Supervisors ratified the September 10th Local Health Emergency. The Board of Supervisors reviewed and continued the Local Health Emergency on October 13, November 5, and December 1, 2020. On December 30, 2020 Dr. Moreno declared a third Local Health Emergency. Ratification of the Declaration by the Board of Supervisors is requested.

DISCUSSION:

The Monterey County Fires have caused damage and destruction of homes and buildings, resulting in ash debris that has been tested and is known to be contaminated with heavy metals, asbestos, and household hazardous waste. As such, the hazardous ash debris poses an exceptional risk of exposure to county residents, various state and local agency employees and private contractor employees. This risk was determined to be an immediate threat to the health and safety of the public, prompting the Monterey County Health Officer to declare a Local Health Emergency on September 3, 2020 which expired after 7 days. On September 10, 2020 the County Health Officer again declared a Local Health emergency and on September 15, 2020 the Board of Supervisors ratified the Local Health emergency. Once ratified, the Board of Supervisors must review at least every 30 days the need for continuing the Local Health Emergency. The Board of supervisors reviewed and continued the Local Health Emergency on October 13, November 5 and December 1, 2020. The next meeting at which continuance of the Local Health Emergency can be scheduled for consideration by the Board of Supervisors is its regular meeting on January 5, 2021, which is beyond the thirty-day requirement for continuance by the Board of Supervisors. Accordingly, Dr. Moreno declared a third Local Health

Legistar File Number: RES 21-007

Emergency on December 30, 2020 with the same terms and provisions as his Local Health Emergency of September 10, 2020. Most but not all affected properties have completed Phase 1 removal of household hazardous waste by the U.S. Environmental Protection Agency. Due to the continued presence of hazardous waste on properties with structural damage as a result of wildfires, conditions warranting the Local Health Emergency continue to exist. Ratification of the Local Health Emergency is requested.

OTHER AGENCY INVOLVEMENT:

Continuance of the Local Health Emergency will allow for cooperation and mutual aid assistance from regional and state agencies to Monterey County Environmental Health and Public Health Bureaus to properly handle and dispose of hazardous waste.

FINANCING:

The financial impact of this declaration is undetermined as this time due to the need for further assessment of costs involved with clean up and mitigation of hazardous debris.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

Check the related Board of Supervisors Strategic Initiatives:

☐ Economic Development:

- Through collaboration, strengthen economic development to ensure a diversified and healthy economy.

☐ Administration:

- Promote an organization that practices efficient and effective resource management and is recognized for responsiveness, strong customer orientation, accountability and transparency.

☐ Health & Human Services:

- Improve health and quality of life through County supported policies, programs, and services; promoting access to equitable opportunities for healthy choices and healthy environments in collaboration with communities.

☒ Infrastructure:


- Plan and develop a sustainable, physical infrastructure that improves the quality of life for County residents and supports economic development results.

☐ Public Safety:

- Create a safe environment for people to achieve their potential, leading businesses and communities to thrive and grow by reducing violent crimes as well as crimes in general.

Prepared by: Edward Moreno, Health Officer, (831)755-4585

Approved by:

DocuSigned by:

C7A30BA59CA8423...

12/30/2020 | 11:13 AM PST
Date: _____

Elsa Jimenez, Director of Health, (831)755-4526

Attachments:

Legistar File Number: RES 21-007

Resolution Ratifying the December 30, 2020 Declaration of a Local Health Emergency is on file with the Clerk of the Board

Declaration of Local Health Emergency issued on December 30, 2020 is on file with the Clerk of the Board

RES 20-384, Resolution to Continue the Local Health Emergency, adopted December 1, 2020 is on file with the Clerk of the Board

RES 20-359, Resolution to Continue the Local Health Emergency, adopted November 5, 2020 is on file with the Clerk of the Board

RES 20-332, Resolution to Continue the Local Health Emergency, adopted October 13, 2020 is on file with the Clerk of the Board

RES 20-298, Resolution Ratifying the September 10, 2020 Declaration of a Local Health Emergency, adopted September 15, 2020 is on file with the Clerk of the Board

Declaration of Local Health Emergency issued on September 10, 2020 is on file with the Clerk of the Board

Declaration of Local Health Emergency issued on September 3, 2020 is on file with the Clerk of the Board

WHEREAS, as of October 26, 2020, the River Fire burned over 48,000 acres, destroyed and damaged 43 homes, and was 100% contained, the Carmel Fire burned almost 6,700 acres, destroyed and damaged 80 homes, and was 100% contained, and the Dolan Fire burned over 124,924 acres, and was 100% contained; and,

WHEREAS in destroying private buildings, the River, Carmel and Dolan Fires (collectively, the “Monterey County Fires”) have created an accumulation of ash debris, much of which has been determined to be contaminated with heavy metals and asbestos; and,

WHEREAS the circumstances of the accumulation of this contaminated debris as a result of the Monterey County Fires, by reason of the magnitude, are or are likely to be beyond the control of the services, personnel, equipment and facilities of any single local government and will require the combined forces of a mutual aid region or regions to abate; and,

WHEREAS, Dr. Edward Moreno is the Health Officer of the County of Monterey, and,

WHEREAS, under the provisions of section 101080 of the California Health and Safety Code, Dr. Moreno found that conditions that increase risk of exposure to hazardous waste and threaten the health and safety of the public exist in the areas burned by the Monterey County Fires; and,

WHEREAS, under the provisions of section 101085 of the California Health and Safety Code, Monterey County needs other political subdivisions and State agencies to provide mutual aid, including personnel, equipment and other available resources; and,

WHEREAS, on September 3, 2020, Dr. Moreno, in accordance with the authority vested in him by section 101080 of the California Health and Safety Code, declared a Local Health Emergency for the affected areas of the County of Monterey due to the Monterey County Fires; and,

WHEREAS, in accordance with the powers and duties of the local health officer vested by sections 101085 and 101310 of the California Health and Safety Code, Dr. Moreno ordered that all assisting state agencies, in particular the State Department of Toxics Substance Control, Office of Emergencies Services, the California Department of Resources Recycling and Recovery, and all appropriate County agencies, in particular the Environmental Health Bureau of the Monterey County Health Department, utilize and employ personnel, equipment, and facilities for the performance of any and all activities consistent with the direction of the Incident Commanders for the Monterey County Fire incidents; and,

WHEREAS, Dr. Moreno further ordered that all persons are to heed the directions of emergency officials with regard to this emergency in order to protect their health and safety. This may include temporary or extended evacuations of identified dwelling units during hazardous waste demolition and removal efforts, further and/or expanded access restrictions on property owners and the public into areas identified to be contaminated, and the removal of contaminants and debris of those parcels of which an agreement as to the remediation efforts has not been

determined or identified by the respective property owners; and

WHEREAS, the earliest meeting at which ratification of the Local Health Emergency could be scheduled for consideration by the Board of Supervisors was its regular meeting on September 15, 2020, which was beyond the seven-day requirement for ratification by the Board of Supervisors; and,

WHEREAS, accordingly, Dr. Moreno declared a second Local Health Emergency on September 10, 2020, with the same terms and provisions as his Local Health Emergency of September 3, 2020;

WHEREAS, the Local Health Emergency was brought to the Board of Supervisors for ratification on September 15, 2020 and at that meeting, the Board of Supervisors ratified the Local Health Emergency issued by the Health Officer; and

WHEREAS, the Local Health Emergency was brought to the Board of Supervisors for review on October 13, 2020 and at that meeting the Board of Supervisors continued the Local Health Emergency issued by the Health Officer; and

WHEREAS, the Local Health Emergency was brought to the Board of Supervisors for review on November 5, 2020 and at that meeting the Board of Supervisors continued the Local Health Emergency issued by the Health Officer; and

WHEREAS, the Local Health Emergency was brought to the Board of Supervisors for review on December 1, 2020 and at that meeting the Board of Supervisors continued the Local Health Emergency issued by the Health Officer; and

WHEREAS, the next meeting at which continuance of the Local Health Emergency can be scheduled for consideration by the Board of Supervisors is its regular meeting on January 5, 2021, which is beyond the thirty-day requirement for continuance by the Board of Supervisors; and,

WHEREAS, accordingly, Dr. Moreno declared a third Local Health Emergency on December 30, 2020, with the same terms and provisions as his Local Health Emergency of September 10, 2020;

WHEREAS, most but not all properties have completed Phase 1 removal of household hazardous waste by the California Environmental Protection Agency; and

WHEREAS, emergency conditions continue to exist, necessitating a Local Health Emergency;

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

1. The above recitals are true and correct.

2. The actions of the Health Officer of the County of Monterey in response to the local health emergency, including the Declaration of Local Health Emergency issued by the Health Officer and orders pursuant thereto, are hereby ratified by the Board of Supervisors of the County of Monterey.
3. Pursuant to section 101080 of the California Health and Safety Code, the Board of Supervisors shall review the need for continuing the local health emergency at least once every 30 days and shall proclaim the termination of the local health emergency at the earliest possible date that conditions warrant the termination.

PASSED AND ADOPTED on this 5th day of January 2021, by roll-call vote:

AYES:

NOES:

ABSENT:

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book____ for the meeting on January 5, 2021.

Dated:

File ID: RES

Agenda Item No.:

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

, Deputy



Monterey County Board of Supervisors

Board Order

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor John M. Phillips to:

Resolution No.: 20 - 384

Adopt a resolution continuing the Local Health Emergency for the Monterey County Fires Incident.

PASSED AND ADOPTED on this 1st day of December 2020, by roll call vote:

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

NOES: None

ABSENT: None

(Government Code 54953)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting December 1, 2020.

Dated: December 1, 2020
File ID: RES 20-208
Agenda Item No.: 24

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


Joel G. Pablo, Deputy

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

Resolution No. 20 - 384

Continuing the Local Health)
Emergency due to the Monterey)
County Fires Incidents.....)

RECITALS:

WHEREAS, Section 101080 of the California Health and Safety Code empowers the County Health Officer to declare a Local Health Emergency if he or she reasonably determines that conditions of exposure to hazardous waste exist that pose an immediate threat to the public health, and requires the Local Health Emergency to expire after seven days unless ratified by the Board of Supervisors, and requires the Board of Supervisors to review the need for continuing the Local Health Emergency at least once every 30 days and proclaim the termination of the Local Health Emergency at the earliest possible date that conditions warrant the termination; and,

WHEREAS, the wildfire event known as the River Fire began on August 16, 2020, and destroyed structures and threatened numerous residences and hundreds of acres of valuable wildland and watershed resulting in evacuation and displacement of residents, road closures, areas of isolation, damage to property and utility systems, damage to critical infrastructure and endangerment of species; and,

WHEREAS, on August 17, 2020, the County Administrative Officer (CAO) proclaimed the existence of a local emergency because of the River Fire; and,

WHEREAS, the Board of Supervisors ratified the CAO proclamation on August 18, 2020, and further proclaimed a local emergency because of the wildfire known as the Carmel Fire that began on August 18, 2020 and that wildfire also destroyed structures and threatened numerous residences and hundreds of acres of valuable wildland and watershed resulting in evacuation and displacement of residents, road closures, areas of isolation, damage to property and utility systems, damage to critical infrastructure and endangerment of species; and,

WHEREAS, the wildfire known as the Dolan Fire began on August 19, 2020; and,

WHEREAS, on August 21, 2020, the CAO proclaimed the existence of a local emergency due to the Dolan Fire, and, as of that date, the fire had grown to almost 7,000 acres, destroyed structures and threatened numerous residences and hundreds of acres of valuable wildland and watershed resulting in evacuation and displacement of residents, road closures, areas of isolation, damage to property and utility systems, damage to critical infrastructure and endangerment of species; and,

WHEREAS, on August 25, 2020, the Board of Supervisors ratified the CAO proclamation of a local emergency regarding the Dolan Fire; and,

WHEREAS, as of October 26, 2020, the River Fire burned over 48,000 acres, destroyed and damaged 43 homes, and is 100% contained, the Carmel Fire burned almost 6,700 acres, destroyed and damaged 80 homes, and is 100% contained, and the Dolan Fire burned over 124,924 acres, and is 100% contained; and,

WHEREAS in destroying private buildings, the River, Carmel and Dolan Fires (collectively, the

“Monterey County Fires”) have created an accumulation of ash debris, much of which has been determined to be contaminated with heavy metals and asbestos; and,

WHEREAS the circumstances of the accumulation of this contaminated debris as a result of the Monterey County Fires, by reason of the magnitude, are or are likely to be beyond the control of the services, personnel, equipment and facilities of any single local government and will require the combined forces of a mutual aid region or regions to abate; and,

WHEREAS, Dr. Edward Moreno is the Health Officer of the County of Monterey, and,

WHEREAS, under the provisions of section 101080 of the California Health and Safety Code, Dr. Moreno found that conditions that increase risk of exposure to hazardous waste and threaten the health and safety of the public exist in the areas burned by the Monterey County Fires; and,

WHEREAS, under the provisions of section 101085 of the California Health and Safety Code, Monterey County needs other political subdivisions and State agencies to provide mutual aid, including personnel, equipment and other available resources; and,

WHEREAS, on September 3, 2020, Dr. Moreno, in accordance with the authority vested in him by section 101080 of the California Health and Safety Code, declared a Local Health Emergency for the affected areas of the County of Monterey due to the Monterey County Fires; and,

WHEREAS, in accordance with the powers and duties of the local health officer vested by sections 101085 and 101310 of the California Health and Safety Code, Dr. Moreno has ordered that all assisting state agencies, in particular the State Department of Toxics Substance Control, Office of Emergencies Services, the California Department of Resources Recycling and Recovery, and all appropriate County agencies, in particular the Environmental Health Bureau of the Monterey County Health Department, utilize and employ personnel, equipment, and facilities for the performance of any and all activities consistent with the direction of the Incident Commanders for the Monterey County Fire incidents; and,

WHEREAS, Dr. Moreno has further ordered that all persons are to heed the directions of emergency officials with regard to this emergency in order to protect their health and safety. This may include temporary or extended evacuations of identified dwelling units during hazardous waste demolition and removal efforts, further and/or expanded access restrictions on property owners and the public into areas identified to be contaminated, and the removal of contaminants and debris of those parcels of which an agreement as to the remediation efforts has not been determined or identified by the respective property owners; and

WHEREAS, the earliest meeting at which ratification of the Local Health Emergency could be scheduled for consideration by the Board of Supervisors was its regular meeting on September 15, 2020, which was beyond the seven-day requirement for ratification by the Board of Supervisors; and,

WHEREAS, accordingly, Dr. Moreno declared a second Local Health Emergency on September 10, 2020, with the same terms and provisions as his Local Health Emergency of September 3, 2020;

WHEREAS, the Local Health Emergency was brought to the Board of Supervisors for ratification on September 15, 2020 and at that meeting, the Board of Supervisors ratified the Local Health Emergency issued by the Health Officer; and

WHEREAS, the Local Health Emergency was brought to the Board of Supervisors for review on October 13, 2020 and at that meeting the Board of Supervisors continued the Local Health Emergency issued by the Health Officer; and

WHEREAS, the Local Health Emergency was brought to the Board of Supervisors for review on November 5, 2020 and at that meeting the Board of Supervisors continued the Local Health Emergency issued by the Health Officer; and

WHEREAS, most but not all properties have completed Phase 1 removal of household hazardous waste by the California Environmental Protection Agency; and

WHEREAS, emergency conditions continue to exist, necessitating review and continuation of the Local Health Emergency;

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

1. The above recitals are true and correct.
2. Conditions that threaten public health and safety as defined in sections 101075 and 101080 of the California Health and Safety Code continue to exist.
3. The Board of Supervisors continues the Local Health Emergency and orders issued pursuant thereto.
4. Pursuant to section 101080 of the California Health and Safety Code, the Board of Supervisors shall review the need for continuing the Local Health Emergency at least every 30 days and shall proclaim the termination of the Local Health Emergency at the earliest possible date that conditions warrant the termination.

PASSED AND ADOPTED on this 1st day of December 2020, by roll call vote:

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

NOES: None

ABSENT: None

(Government Code 54953)

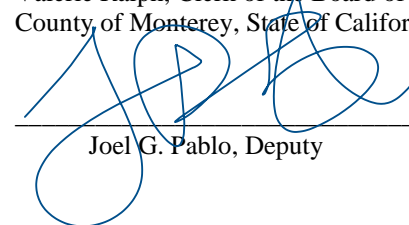
I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting December 1, 2020.

Dated: December 1, 2020

File ID: RES 20-208

Agenda Item No.: 24

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



Joel G. Pablo, Deputy



Monterey County Board of Supervisors

Board Order

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

A motion was made by Supervisor John M. Phillips, seconded by Supervisor Jane Parker to:

Adopted Resolution No. 20-359 continuing the Local Health Emergency for the Monterey County Fires Incident.

PASSED AND ADOPTED on this 5th day of November 2020, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez and Parker

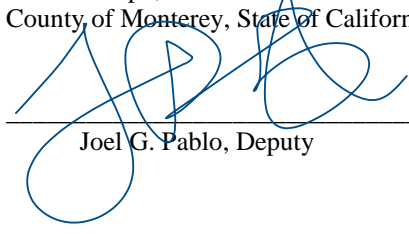
NOES: None

ABSENT: Supervisor Adams
(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 November 5, 2020.

Dated: November 5, 2020
File ID: RES 20-191
Agenda Item No.: 19

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


Joel G. Pablo, Deputy

to be contaminated with heavy metals and asbestos; and,

WHEREAS the circumstances of the accumulation of this contaminated debris as a result of the Monterey County Fires, by reason of the magnitude, are or are likely to be beyond the control of the services, personnel, equipment and facilities of any single local government and will require the combined forces of a mutual aid region or regions to abate; and,

WHEREAS, Dr. Edward Moreno is the Health Officer of the County of Monterey, and,

WHEREAS, under the provisions of section 101080 of the California Health and Safety Code, Dr. Moreno found that conditions that increase risk of exposure to hazardous waste and threaten the health and safety of the public exist in the areas burned by the Monterey County Fires; and,

WHEREAS, under the provisions of section 101085 of the California Health and Safety Code, Monterey County needs other political subdivisions and State agencies to provide mutual aid, including personnel, equipment and other available resources; and,

WHEREAS, on September 3, 2020, Dr. Moreno, in accordance with the authority vested in him by section 101080 of the California Health and Safety Code, declared a Local Health Emergency for the affected areas of the County of Monterey due to the Monterey County Fires; and,

WHEREAS, in accordance with the powers and duties of the local health officer vested by sections 101085 and 101310 of the California Health and Safety Code, Dr. Moreno has ordered that all assisting state agencies, in particular the State Department of Toxics Substance Control, Office of Emergencies Services, the California Department of Resources Recycling and Recovery, and all appropriate County agencies, in particular the Environmental Health Bureau of the Monterey County Health Department, utilize and employ personnel, equipment, and facilities for the performance of any and all activities consistent with the direction of the Incident Commanders for the Monterey County Fire incidents; and,

WHEREAS, Dr. Moreno has further ordered that all persons are to heed the directions of emergency officials with regard to this emergency in order to protect their health and safety. This may include temporary or extended evacuations of identified dwelling units during hazardous waste demolition and removal efforts, further and/or expanded access restrictions on property owners and the public into areas identified to be contaminated, and the removal of contaminants and debris of those parcels of which an agreement as to the remediation efforts has not been determined or identified by the respective property owners; and

WHEREAS, the earliest meeting at which ratification of the Local Health Emergency could be scheduled for consideration by the Board of Supervisors was its regular meeting on September 15, 2020, which was beyond the seven-day requirement for ratification by the Board of Supervisors; and,

WHEREAS, accordingly, Dr. Moreno declared a second Local Health Emergency on September 10, 2020, with the same terms and provisions as his Local Health Emergency of September 3, 2020;

WHEREAS, the Local Health Emergency was brought to the Board of Supervisors for ratification on September 15, 2020 and at that meeting, the Board of Supervisors ratified the Local Health Emergency issued by the Health Officer; and

WHEREAS, the Local Health Emergency was brought to the Board of Supervisors for review on October 13, 2020 and at that meeting the Board of Supervisors continued the Local Health Emergency issued by the Health Officer; and

WHEREAS, emergency conditions continue to exist, necessitating review and continuation of the

Local Health Emergency;

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

1. The above recitals are true and correct.
2. Conditions that threaten public health and safety as defined in sections 101075 and 101080 of the California Health and Safety Code continue to exist.
3. The Board of Supervisors continues the Local Health Emergency and orders issued pursuant thereto.
4. Pursuant to section 101080 of the California Health and Safety Code, the Board of Supervisors shall review the need for continuing the Local Health Emergency at least every 30 days and shall proclaim the termination of the Local Health Emergency at the earliest possible date that conditions warrant the termination.

PASSED AND ADOPTED on this 5th day of November 2020, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez and Parker

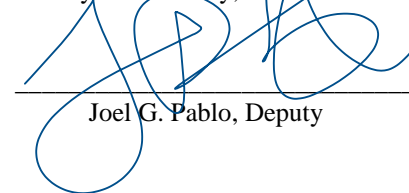
NOES: None

ABSENT: Supervisor Adams
(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 November 5, 2020.

Dated: November 5, 2020
File ID: RES 20-191
Agenda Item No.: 19

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


Joel G. Pablo, Deputy



Monterey County Board of Supervisors

Board Order

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

A motion was made by Supervisor Jane Parker, seconded by Supervisor John M. Phillips to:

Resolution No.: 20 - 332

Adopted Resolution No. 20 - 332 continuing the Local Health Emergency for the Monterey County Fires Incident.

PASSED AND ADOPTED on this 13th day of October 2020, by roll call vote:

AYES: Supervisors Phillips, Lopez, Parker and Adams

NOES: None

ABSENT: Supervisor Alejo
(Government Code 54953)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting October 13, 2020.

Dated: October 13, 2020
File ID: RES 20-178
Agenda Item No.: 24

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



Joel G. Pablo, Deputy

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

Resolution No. 20 - 332

Continuing the Proclamation of Local)
Health Emergency due to the Monterey)
County Fires Incidents.....)

RECITALS:

WHEREAS, Section 101080 of the California Health and Safety Code empowers the County Health Officer to declare a Local Health Emergency if he or she reasonably determines that conditions of exposure to hazardous waste exist that pose an immediate threat to the public health, and requires the Local Health Emergency to expire after seven days unless ratified by the Board of Supervisors, and requires the Board of Supervisors to review the need for continuing the Local Health Emergency at least once every 30 days and proclaim the termination of the Local Health Emergency at the earliest possible date that conditions warrant the termination; and,

WHEREAS, the wildfire event known as the River Fire began on August 16, 2020, and destroyed structures and threatened numerous residences and hundreds of acres of valuable wildland and watershed resulting in evacuation and displacement of residents, road closures, areas of isolation, damage to property and utility systems, damage to critical infrastructure and endangerment of species; and,

WHEREAS, on August 17, 2020, the County Administrative Officer (CAO) proclaimed the existence of a local emergency because of the River Fire; and,

WHEREAS, the Board of Supervisors ratified the CAO proclamation on August 18, 2020, and further proclaimed a local emergency because of the wildfire known as the Carmel Fire that began on August 18, and that wildfire also destroyed structures and threatened numerous residences and hundreds of acres of valuable wildland and watershed resulting in evacuation and displacement of residents, road closures, areas of isolation, damage to property and utility systems, damage to critical infrastructure and endangerment of species; and,

WHEREAS, the wildfire known as the Dolan Fire began on August 19, 2020; and,

WHEREAS, on August 21, 2020, the CAO proclaimed the existence of a local emergency due to the Dolan Fire, and, as of that date, the fire had grown to almost 7,000 acres, destroyed structures and threatened numerous residences and hundreds of acres of valuable wildland and watershed resulting in evacuation and displacement of residents, road closures, areas of isolation, damage to property and utility systems, damage to critical infrastructure and endangerment of species; and,

WHEREAS, on August 25, 2020, the Board of Supervisors ratified the CAO proclamation of a local emergency regarding the Dolan Fire; and,

WHEREAS, as of October 7, 2020, the River Fire burned over 48,000 acres, destroyed and damaged 43 homes, and is 100% contained, the Carmel Fire burned almost 6,700 acres, destroyed and damaged 80 homes, and is 100% contained, and the Dolan Fire burned over 124,924 acres, and is 100% contained; and,

WHEREAS in destroying private buildings, the River, Carmel and Dolan Fires (collectively, the "Monterey County Fires") have created an accumulation of ash debris, much of which has been determined to be contaminated with heavy metals and asbestos; and,

WHEREAS the circumstances of the accumulation of this contaminated debris as a result of the Monterey County Fires, by reason of the magnitude, are or are likely to be beyond the control of the services, personnel, equipment and facilities of any single local government and will require the combined forces of a mutual aid region or regions to abate; and,

WHEREAS, Dr. Edward Moreno is the Health Officer of the County of Monterey, and,

WHEREAS, under the provisions of section 101080 of the California Health and Safety Code, Dr. Moreno found that conditions that increase risk of exposure to hazardous waste and threaten the health and safety of the public exist in the areas burned by the Monterey County Fires; and,

WHEREAS, under the provisions of section 101085 of the California Health and Safety Code, Monterey County needs other political subdivisions and State agencies to provide mutual aid, including personnel, equipment and other available resources; and,

WHEREAS, on September 3, 2020, Dr. Moreno, in accordance with the authority vested in him by section 101080 of the California Health and Safety Code, proclaimed a Local Health Emergency for the affected areas of the County of Monterey due to the Monterey County Fires; and,

WHEREAS, in accordance with the powers and duties of the local health officer vested by sections 101085 and 101310 of the California Health and Safety Code, Dr. Moreno has ordered that all assisting state agencies, in particular the State Department of Toxics Substance Control, Office of Emergencies Services, the California Department of Resources Recycling and Recovery, and all appropriate County agencies, in particular the Environmental Health Bureau of the Monterey County Health Department, utilize and employ personnel, equipment, and facilities for the performance of any and all activities consistent with the direction of the Incident Commanders for the Monterey County Fire incidents; and,

WHEREAS, Dr. Moreno has further ordered that all persons are to heed the directions of emergency officials with regard to this emergency in order to protect their health and safety. This may include temporary or extended evacuations of identified dwelling units during hazardous waste demolition and removal efforts, further and/or expanded access restrictions on property owners and the public into areas identified to be contaminated, and the removal of contaminants and debris of those parcels of which an agreement as to the remediation efforts has not been determined or identified by the respective property owners; and

WHEREAS, the earliest meeting at which ratification of the Local Health Emergency could be scheduled for consideration by the Board of Supervisors was its regular meeting on September 15, 2020, which was beyond the seven-day requirement for ratification by the Board of Supervisors; and,

WHEREAS, accordingly, Dr. Moreno declared a second Local Health Emergency on September 10, 2020, with the same terms and provisions as his Local Health Emergency of September 3, 2020;

WHEREAS, the Local Health Emergency was brought to the Board of Supervisors for ratification on September 15, 2020 and at that meeting, the Board of Supervisors ratified the Local Health Emergency issued by the Health Officer; and

WHEREAS, emergency conditions continue to exist, necessitating review and continuation of the Local Health Emergency;

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

1. The above recitals are true and correct.
2. Conditions that threaten public health and safety as defined in sections 101075 and 101080 of the California Health and Safety Code continue to exist.
3. The Board of Supervisors continues the Local Health Emergency and orders issued pursuant thereto.
4. Pursuant to section 101080 of the California Health and Safety Code, the Board of Supervisors shall review the need for continuing the Local Health Emergency at least every 30 days and shall proclaim the termination of the Local Health Emergency at the earliest possible date that conditions warrant the termination.

PASSED AND ADOPTED on this 13th day of October 2020, by roll call vote:

AYES: Supervisors Phillips, Lopez, Parker and Adams

NOES: None

ABSENT: Supervisor Alejo
(Government Code 54953)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting October 13, 2020.

Dated: October 13, 2020
File ID: RES 20-178
Agenda Item No.: 24

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



Joel G. Pablo, Deputy



Monterey County Board of Supervisors

Board Order

168 West Alisal Street,
1st Floor
Salinas, CA 93901
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www.co.monterey.ca.us

A motion was made by Supervisor Jane Parker seconded by Supervisor John M. Phillips to approve Consent Calendar Item Number's 20 through 39 excluding Consent Item No. 19 which was continued for the requested information to another date to be determined.

Resolution No.: 20 - 298

Ratify the Declaration of a Local Health Emergency for the Monterey County Fires Incident as Declared by Dr. Edward Moreno, Monterey County Health Officer. (ADDED VIA ADDENDA)

PASSED AND ADOPTED on this 15th day of September 2020, by roll call vote:

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

NOES: None

ABSENT: None

(Government Code 54953)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting September 15, 2020.

Dated: September 15, 2020
File ID: RES 20-153
Agenda Item No.: 22.1

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

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

Resolution No. 20 - 298

Ratifying the Proclamation by the Monterey)
County Health Officer of a Local Health Emergency)
due to the River, Carmel, and Dolan Wildfire Incidents.....)

RECITALS:

WHEREAS, Section 101080 of the California Health and Safety Code empowers the County Health Officer to declare a local health emergency if he or she reasonably determines that conditions of exposure to hazardous waste exist that pose an immediate threat to the public health, such declaration to expire after seven days unless ratified by the Board of Supervisors and reviewed thereafter every fourteen days; and,

WHEREAS, the wildfire known as the River Fire began on August 16, 2020, and has destroyed structures and threatened numerous residences and hundreds of acres of valuable wildland and watershed resulting in evacuations and displacement of residents; road closures; areas of isolation; damage to property and utility systems; and damage to critical infrastructure and endangered species; and,

WHEREAS, on August 17, 2020, the County Administrative Officer proclaimed the existence of a local emergency because of the River Fire; and,

WHEREAS, the Board of Supervisors ratified the CAO's proclamation on August 18, 2020, and further proclaimed a local emergency because of the wildfire known as the Carmel Fire that began on August 18, and that has also destroyed structures and threatened numerous residences and hundreds of acres of valuable wildland and watershed resulting in evacuations and displacement of residents; road closures; areas of isolation; damage to property and utility systems; and damage to critical infrastructure and endangered species; and,

WHEREAS, the wildfire known as the Dolan Fire began on August 19, 2020; and,

WHEREAS, on August 21, 2020, the CAO proclaimed the existence of a local emergency due to the Dolan Fire, and, as of that date, the fire had grown to almost 7,000 acres, has destroyed structures and threatened numerous residences and hundreds of acres of valuable wildland and watershed resulting in evacuations and displacement of residents; road closures; areas of isolation; damage to property and utility systems; and damage to critical infrastructure and endangered species; and,

WHEREAS, on August 25, 2020, the Board of Supervisors ratified the CAO's proclamation of a local emergency regarding the Dolan Fire; and,

WHEREAS, as of September 9, 2020, the River Fire had burned over 48,000 acres and was 100% contained, the Carmel Fire had burned almost 6,700 acres and was 100% contained, and the Dolan Fire had burned over 36,000 acres, is still burning, and only at 40% containment; and,

WHEREAS the River, Carmel and Dolan fires (collectively, the "Monterey County fires") have destroyed hundreds of private buildings, resulting in accumulation of ash debris, much of which has been determined to be contaminated with heavy metals and/or asbestos; and,

WHEREAS the circumstances of the accumulation of this contaminated debris as a result of the Monterey County fires, by reason of the magnitude, are or are likely to be beyond the control of the services,

personnel, equipment and facilities of any single local government and will require the combined forces of a mutual aid region or regions to abate; and,

WHEREAS, Dr. Edward Moreno is the Health Officer of the County of Monterey, and,

WHEREAS, under the provisions of section 101080 of the California Health and Safety Code, Dr. Moreno found that conditions of exposure to hazardous waste and an immediate threat to the health and safety of the public exist in the areas burned by the Monterey County fires; and,

WHEREAS, under the provisions of section 101085 of the California Health and Safety Code, Monterey County needs other political subdivisions and State agencies to provide mutual aid, including personnel, equipment and other available resources; and,

WHEREAS, on September 3, 2020, Dr. Moreno, in accordance with the authority vested in him by section 101080 of the California Health and Safety Code, issued a Declaration of Local Health Emergency for the affected areas of the County of Monterey due to the Monterey County fires; and,

WHEREAS, in accordance with the powers and duties of the local health officer vested by sections 101085 and 101310 of the California Health and Safety Code, Dr. Moreno has ordered that all assisting state agencies, in particular the State Department of Toxics Substance Control, Office of Emergencies Services (OES), the California Department of Resources Recycling and Recovery, and all appropriate County agencies, in particular the Environmental Health Bureau of the Monterey County Health Department, utilize and employ personnel, equipment, and facilities for the performance of any and all activities consistent with the direction of the Incident Commanders for the Monterey County fire incidents; and,

WHEREAS, the Dr. Moreno has further ordered that all persons are to heed the directions of emergency officials with regard to this emergency in order to protect their health and safety. This may include temporary or extended evacuations of identified dwelling units during hazardous waste demolition and removal efforts, further and/or expanded access restrictions on property owners and the public into areas identified to be contaminated, and the removal of contaminants and debris of those parcels of which an agreement as to the remediation efforts has not been determined or identified by the respective property owners; and

WHEREAS, Emergency conditions continue to exist, necessitating ratification and continuation of the Declaration of Local Health Emergency; and,

WHEREAS, the earliest meeting at which ratification of the Declaration of Local Health Emergency could be scheduled for consideration by the Board of Supervisors is its regular meeting on September 15, 2020, which is beyond the seven (7) day requirement for ratification by the Board of Supervisors; and,

WHEREAS, accordingly, Dr. Moreno issued a second proclamation of Local Health Emergency on September 10, 2020, with the same terms and provisions as his order of September 3, 2020;

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

1. The above recitals are true and correct.
2. The actions of the Health Officer of the County of Monterey in response to the local health emergency, including the Declaration of Local Health Emergency issued by the Health Officer and orders pursuant thereto, are hereby ratified by the Board of Supervisors of the County of Monterey.

3. Pursuant to section 101080 of the California Health and Safety Code, the Board of Supervisors shall review the need for continuing the local health emergency at least once every 30 days and shall proclaim the termination of the local health emergency at the earliest possible date that conditions warrant the termination.

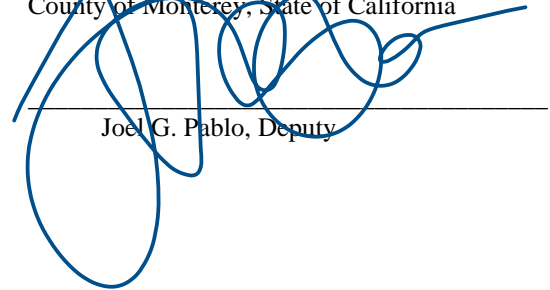
PASSED AND ADOPTED on this 15th day of September 2020, by roll call vote:

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

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting September 15, 2020.

Dated: September 15, 2020
File ID: RES 20-153
Agenda Item No.: 22.1

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



Joel G. Pablo, Deputy



COUNTY OF MONTEREY HEALTH DEPARTMENT

Elsa Jimenez, Director of Health

Administration
Behavioral Health

Clinic Services
Emergency Medical Services
Environmental Health/Animal Services

Public Health
Public Administrator/Public Guardian

Nationally Accredited for Providing Quality Health Services

A DECLARATION OF A LOCAL HEALTH EMERGENCY FOR THE MONTEREY COUNTY FIRES INCIDENT

WHEREAS commencing on August 16, 2020, the River, Dolan and Carmel wildfires swept through areas of unincorporated Monterey County (collectively, the "Monterey County Fires"), and have caused severe damage to areas within Monterey County, including but not limited to the Sierra De Salinas range, Carmel Valley and areas of Cachagua and Jamesburg, and Big Sur Ventana Wilderness; and

WHEREAS as of September 2, 2020, the Monterey County Fires have affected 148,337 acres, the River and Carmel Fires are contained, and the Dolan Fire continues to burn causing an ongoing threat to nearby residents and most of the County due to airborne fire products and contaminants; and

WHEREAS the Monterey County Fires have caused structural damage or destruction to hundreds of private buildings; and

WHEREAS the destruction of private buildings has resulted in the accumulation of ash debris, much of which has been determined to be contaminated with heavy metals and/or asbestos; and

WHEREAS the circumstances of the accumulation of this contaminated debris as a result of this wildfire, by reason of the magnitude, are or are likely to be beyond the control of the services, personnel, equipment and facilities of any single local government and will require the combined forces of a mutual aid region, regions and state to abate; and

WHEREAS I, Dr. Edward Moreno, am the Health Officer of the County of Monterey; and

WHEREAS under the provisions of section 101080 of the California Health and Safety Code, I find that conditions of exposure to hazardous waste and an immediate threat to the health and safety of the public exist in the areas burned by the Monterey County Fires; and

WHEREAS under the provisions of section 101085 of the California Health and Safety Code, Monterey County needs other political subdivisions and State agencies

to provide mutual aid, including personnel, equipment and other available resources; and

WHEREAS I issued a declaration of a local health emergency on September 3, 2020 to exist in the affected areas of the County of Monterey due to the Monterey County Fires and the declaration was not ratified by the Monterey County Board of Supervisors within 7 days of my declaration; and

WHEREAS the Board of Supervisors' next regular meeting is scheduled for September 15, 2020.

NOW, THEREFORE, I, Dr. Edward Moreno, in accordance with the authority vested in me by the Monterey County Board of Supervisors and statute, particularly California Health & Safety Code sections 101080 and 101085, HEREBY DECLARE A LOCAL HEALTH EMERGENCY to exist in the affected areas of the County of Monterey due to the Monterey County Fires.

IT IS HEREBY ORDERED, in accordance with the powers and duties of the local health officer vested by sections 101085 and 101310 of the California Health and Safety Code, that all assisting state agencies, in particular the State Department of Toxics Substance Control, Office of Emergencies Services, the California Department of Resources Recycling and Recovery, and all appropriate County agencies, in particular the Environmental Health Bureau of the Monterey County Health Department, utilize and employ personnel, equipment, and facilities for the performance of any and all activities consistent with the direction of the Incident Commanders for the Monterey County Fires Incidents.

IT IS FURTHER HEREBY ORDERED that all persons are to heed the directions of emergency officials regarding this emergency in order to protect their health and safety. This may include temporary or extended evacuations of identified dwelling units during hazardous waste demolition and removal efforts, further and/or expanded access restrictions on property owners and the public into areas identified to be contaminated, and the removal of contaminants and debris of those parcels of which an agreement as to the remediation efforts has not been determined or identified by the respective property owners.

I FURTHER DIRECT that pursuant to California Health and Safety Code section 101080, the local health emergency shall not remain in effect for a period in excess of seven days unless it has been ratified by the Monterey County Board of Supervisors. If the declaration of a local health emergency has not been ratified within seven days by the Board of Supervisors, I may issue a new declaration of a local health emergency. If ratified by the Board of Supervisors, section 101080 requires the Board of Supervisors to review, at least every 30 days until the local health emergency is terminated, the need for continuing the local health emergency and shall proclaim the termination of the local health emergency at the earliest possible date that conditions warrant the termination.

I FURTHER DIRECT that as soon as hereafter possible this declaration be filed with the Board of Supervisors and that widespread publicity and notice be given of this declaration.

IN WITNESS WHEREOF I have hereunto set my signature to be affixed this tenth day of September 2020.



Edward Moreno, MD, MPH
Health Officer of the County of Monterey



COUNTY OF MONTEREY HEALTH DEPARTMENT

Elsa Jimenez, Director of Health

Administration Clinic Services Public Health
Behavioral Health Emergency Medical Services Public Administrator/Public Guardian
Environmental Health/Animal Services

Nationally Accredited for Providing Quality Health Services

A DECLARATION OF A LOCAL HEALTH EMERGENCY FOR THE RIVER FIRE INCIDENT

WHEREAS commencing on August 16, 2020, the River, Dolan and Carmel wildfires swept through areas of unincorporated Monterey County (collectively, the "Monterey County Fires"), and have caused severe damage to areas within Monterey County, including but not limited to the Sierra De Salinas range, Carmel Valley and areas of Cachagua and Jamesburg, and Big Sur Ventana Wilderness; and

WHEREAS as of September 2, 2020, the Monterey County Fires have affected 86,000 acres, are still not contained, and continue to burn causing a threat to nearby residents and most of the County due to airborne fire products and contaminants; and

WHEREAS the Monterey County Fires have caused structural damage or destruction to hundreds of private buildings; and

WHEREAS the destruction of private buildings has resulted in the accumulation of ash debris, much of which has been determined to be contaminated with heavy metals and/or asbestos; and

WHEREAS the circumstances of the accumulation of this contaminated debris as a result of this wildfire, by reason of the magnitude, are or are likely to be beyond the control of the services, personnel, equipment and facilities of any single local government and will require the combined forces of a mutual aid region, regions and state to abate; and

WHEREAS I, Dr. Edward Moreno, am the Health Officer of the County of Monterey; and

WHEREAS under the provisions of section 101080 of the California Health and Safety Code, I find that conditions of exposure to hazardous waste and an immediate threat to the health and safety of the public exist in the areas burned by the Monterey County Fires; and

WHEREAS under the provisions of section 101085 of the California Health and Safety Code, Monterey County needs other political subdivisions and State agencies to provide mutual aid, including personnel, equipment and other available resources; and

WHEREAS the Board of Supervisors' next regular meetings are scheduled for September 15, 2020.

NOW, THEREFORE, I, Dr. Edward Moreno, Health Officer of the County of Monterey, in accordance with the authority vested in me by the Monterey County Board of Supervisors

and statute, particularly California Health & Safety Code sections 101080 and 101085, HEREBY DECLARE A LOCAL HEALTH EMERGENCY to exist in the affected areas of the County of Monterey due to the Monterey County Fires.

IT IS HEREBY ORDERED, in accordance with the powers and duties of the local health officer vested by sections 101085 and 101310 of the California Health and Safety Code, that all assisting state agencies, in particular the State Department of Toxics Substance Control, Office of Emergencies Services, the California Department of Resources Recycling and Recovery, and all appropriate County agencies, in particular the Environmental Health Bureau of the Monterey County Health Department, utilize and employ personnel, equipment, and facilities for the performance of any and all activities consistent with the direction of the Incident Commanders for the Monterey County Fires Incidents.

IT IS FURTHER HEREBY ORDERED that all persons are to heed the directions of emergency officials regarding this emergency in order to protect their health and safety. This may include temporary or extended evacuations of identified dwelling units during hazardous waste demolition and removal efforts, further and/or expanded access restrictions on property owners and the public into areas identified to be contaminated, and the removal of contaminants and debris of those parcels of which an agreement as to the remediation efforts has not been determined or identified by the respective property owners.

I FURTHER DIRECT that pursuant to California Health and Safety Code section 101080, the local health emergency shall not remain in effect for a period in excess of seven days unless it has been ratified by the Monterey County Board of Supervisors. If the emergency has not been ratified within seven days by the Board of Supervisors, I may issue a new declaration of a local health emergency. If ratified by the Board of Supervisors, section 101080 requires the Board of Supervisors to review, at least every 30 days until the local health emergency is terminated, the need for continuing the local health emergency and shall proclaim the termination of the local health emergency at the earliest possible date that conditions warrant the termination.

I FURTHER DIRECT that as soon as hereafter possible this declaration be filed with the Board of Supervisors and that widespread publicity and notice be given of this declaration.

IN WITNESS WHEREOF I have hereunto set my signature to be affixed this third day of September 2020.



Edward Moreno, MD, MPH
Health Officer of the County of Monterey

WHEREAS, as of October 26, 2020, the River Fire burned over 48,000 acres, destroyed and damaged 43 homes, and was 100% contained, the Carmel Fire burned almost 6,700 acres, destroyed and damaged 80 homes, and was 100% contained, and the Dolan Fire burned over 124,924 acres, and was 100% contained; and,

WHEREAS in destroying private buildings, the River, Carmel and Dolan Fires (collectively, the “Monterey County Fires”) have created an accumulation of ash debris, much of which has been determined to be contaminated with heavy metals and asbestos; and,

WHEREAS the circumstances of the accumulation of this contaminated debris as a result of the Monterey County Fires, by reason of the magnitude, are or are likely to be beyond the control of the services, personnel, equipment and facilities of any single local government and will require the combined forces of a mutual aid region or regions to abate; and,

WHEREAS, Dr. Edward Moreno is the Health Officer of the County of Monterey, and,

WHEREAS, under the provisions of section 101080 of the California Health and Safety Code, Dr. Moreno found that conditions that increase risk of exposure to hazardous waste and threaten the health and safety of the public exist in the areas burned by the Monterey County Fires; and,

WHEREAS, under the provisions of section 101085 of the California Health and Safety Code, Monterey County needs other political subdivisions and State agencies to provide mutual aid, including personnel, equipment and other available resources; and,

WHEREAS, on September 3, 2020, Dr. Moreno, in accordance with the authority vested in him by section 101080 of the California Health and Safety Code, declared a Local Health Emergency for the affected areas of the County of Monterey due to the Monterey County Fires; and,

WHEREAS, in accordance with the powers and duties of the local health officer vested by sections 101085 and 101310 of the California Health and Safety Code, Dr. Moreno ordered that all assisting state agencies, in particular the State Department of Toxics Substance Control, Office of Emergencies Services, the California Department of Resources Recycling and Recovery, and all appropriate County agencies, in particular the Environmental Health Bureau of the Monterey County Health Department, utilize and employ personnel, equipment, and facilities for the performance of any and all activities consistent with the direction of the Incident Commanders for the Monterey County Fire incidents; and,

WHEREAS, Dr. Moreno further ordered that all persons are to heed the directions of emergency officials with regard to this emergency in order to protect their health and safety. This may include temporary or extended evacuations of identified dwelling units during hazardous waste demolition and removal efforts, further and/or expanded access restrictions on property owners and the public into areas identified to be contaminated, and the removal of contaminants and debris of those parcels of which an agreement as to the remediation efforts has not been

determined or identified by the respective property owners; and

WHEREAS, the earliest meeting at which ratification of the Local Health Emergency could be scheduled for consideration by the Board of Supervisors was its regular meeting on September 15, 2020, which was beyond the seven-day requirement for ratification by the Board of Supervisors; and,

WHEREAS, accordingly, Dr. Moreno declared a second Local Health Emergency on September 10, 2020, with the same terms and provisions as his Local Health Emergency of September 3, 2020;

WHEREAS, the Local Health Emergency was brought to the Board of Supervisors for ratification on September 15, 2020 and at that meeting, the Board of Supervisors ratified the Local Health Emergency issued by the Health Officer; and

WHEREAS, the Local Health Emergency was brought to the Board of Supervisors for review on October 13, 2020 and at that meeting the Board of Supervisors continued the Local Health Emergency issued by the Health Officer; and

WHEREAS, the Local Health Emergency was brought to the Board of Supervisors for review on November 5, 2020 and at that meeting the Board of Supervisors continued the Local Health Emergency issued by the Health Officer; and

WHEREAS, the Local Health Emergency was brought to the Board of Supervisors for review on December 1, 2020 and at that meeting the Board of Supervisors continued the Local Health Emergency issued by the Health Officer; and

WHEREAS, the next meeting at which continuance of the Local Health Emergency can be scheduled for consideration by the Board of Supervisors is its regular meeting on January 5, 2021, which is beyond the thirty-day requirement for continuance by the Board of Supervisors; and,

WHEREAS, accordingly, Dr. Moreno declared a third Local Health Emergency on December 30, 2020, with the same terms and provisions as his Local Health Emergency of September 10, 2020;

WHEREAS, most but not all properties have completed Phase 1 removal of household hazardous waste by the California Environmental Protection Agency; and

WHEREAS, emergency conditions continue to exist, necessitating a Local Health Emergency;

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

1. The above recitals are true and correct.

2. The actions of the Health Officer of the County of Monterey in response to the local health emergency, including the Declaration of Local Health Emergency issued by the Health Officer and orders pursuant thereto, are hereby ratified by the Board of Supervisors of the County of Monterey.
3. Pursuant to section 101080 of the California Health and Safety Code, the Board of Supervisors shall review the need for continuing the local health emergency at least once every 30 days and shall proclaim the termination of the local health emergency at the earliest possible date that conditions warrant the termination.

PASSED AND ADOPTED on this 5th day of January 2021, by roll-call vote:

AYES:

NOES:

ABSENT:

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book____ for the meeting on January 5, 2021.

Dated:

File ID: RES

Agenda Item No.:

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

, Deputy



Monterey County

Item No.26

Board Report

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

Legistar File Number: A 21-002

January 05, 2021

Introduced: 12/18/2020

Current Status: Department of Social
Services - Consent

Version: 1

Matter Type: BoS Agreement

- a. Approve and authorize the Director of the Department of Social Services to sign a zero-cost Memorandum of Understanding with the Housing Authority for the County of Monterey to cooperatively serve meals to eligible seniors effective January 5, 2021 through June 30, 2026: and
- b. Authorize the Director of the Department of Social Services to sign up to three (3) amendments to this Memorandum of Understanding where the amendments do not encompass payments and do not significantly change the scope of work.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Approve and authorize the Director of the Department of Social Services to sign a zero-cost Memorandum of Understanding with the Housing Authority for the County of Monterey to cooperatively serve meals to eligible seniors effective January 5, 2021 through June 30, 2026: and
- b. Authorize the Director of the Department of Social Services to sign up to three (3) amendments to this Memorandum of Understanding where the amendments do not encompass payments and do not significantly change the scope of work.

SUMMARY/DISCUSSION:

The Department of Social Services Area Agency on Aging (AAA) has provided meals at low income senior apartments owned and managed by the Housing Authority for the County of Monterey (HACM) for many years. These vital services provide nutritious meals for older adults in apartment community rooms that provide easy access to residents and those that live in the nearby community. Meals are delivered to locations through AAA contractors, and, as a result, no payments are required to HACM.

Prior agreements were informal in nature and this written agreement provides a clear outline of the responsibilities for each agency. Although the meal service has been historically provided in a group setting, alternative delivery of meals has been done recently when possible due to the COVID-19 Pandemic. Appropriate protocols are followed by food contractors in all approaches used to deliver meals including drive through, walk up, and delivery to the door. It is anticipated that group dining will resume at some point during the term of the agreement and ancillary services such as nutrition classes will be offered.

OTHER AGENCY INVOLVEMENT:

County Counsel has approved the agreement as to form.

FINANCING:

This is a zero-cost agreement. No funding is required as a part of this Memorandum.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This Agreement correlates to the Health & Human Services Strategic Initiative adopted by the Board of Supervisors by working towards the goals of improving health and quality of life outcomes by providing outreach and supportive services to seniors.

Mark a check to the related Board of Supervisors Strategic Initiatives

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

Prepared by: Kathleen Murray-Phillips, Program Analyst x4434

Approved by: Lori A. Medina, Director x4430

Attachment: Agreement

Proposed agreement is on file with Clerk of the Board as an attachment to this Board Report



Monterey County

Item No.18

Board Report

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

Legistar File Number: A 21-002

January 05, 2021

Introduced: 12/18/2020

Current Status: Department of Social
Services - Consent

Version: 1

Matter Type: BoS Agreement

- a. Approve and authorize the Director of the Department of Social Services to sign a zero-cost Memorandum of Understanding with the Housing Authority for the County of Monterey to cooperatively serve meals to eligible seniors effective January 5, 2021 through June 30, 2026; and
- b. Authorize the Director of the Department of Social Services to sign up to three (3) amendments to this Memorandum of Understanding where the amendments do not encompass payments and do not significantly change the scope of work.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Approve and authorize the Director of the Department of Social Services to sign a zero-cost Memorandum of Understanding with the Housing Authority for the County of Monterey to cooperatively serve meals to eligible seniors effective January 5, 2021 through June 30, 2026; and
- b. Authorize the Director of the Department of Social Services to sign up to three (3) amendments to this Memorandum of Understanding where the amendments do not encompass payments and do not significantly change the scope of work.

SUMMARY/DISCUSSION:

The Department of Social Services Area Agency on Aging (AAA) has provided meals at low income senior apartments owned and managed by the Housing Authority for the County of Monterey (HACM) for many years. These vital services provide nutritious meals for older adults in apartment community rooms that provide easy access to residents and those that live in the nearby community. Meals are delivered to locations through AAA contractors, and, as a result, no payments are required to HACM.

Prior agreements were informal in nature and this written agreement provides a clear outline of the responsibilities for each agency. Although the meal service has been historically provided in a group setting, alternative delivery of meals has been done recently when possible due to the COVID-19 Pandemic. Appropriate protocols are followed by food contractors in all approaches used to deliver meals including drive through, walk up, and delivery to the door. It is anticipated that group dining will resume at some point during the term of the agreement and ancillary services such as nutrition classes will be offered.

OTHER AGENCY INVOLVEMENT:

County Counsel has approved the agreement as to form.

FINANCING:

This is a zero-cost agreement. No funding is required as a part of this Memorandum.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This Agreement correlates to the Health & Human Services Strategic Initiative adopted by the Board of Supervisors by working towards the goals of improving health and quality of life outcomes by providing outreach and supportive services to seniors.

Mark a check to the related Board of Supervisors Strategic Initiatives

☐ Economic Development
☐ Administration
☒ Health & Human Services
☐ Infrastructure
☐ Public Safety

Prepared by: Kathleen Murray-Phillips, Program Analyst x4434

Becky Connor For Lori A. Medina

Approved by: Lori A. Medina, Director x4430

Attachment: Agreement

Proposed agreement is on file with Clerk of the Board as an attachment to this Board Report

**Memorandum of Understanding
AGREEMENT**

**MONTEREY COUNTY DEPARTMENT OF SOCIAL SERVICES
*Area Agency on Aging***

and

**HOUSING AUTHORITY
OF THE COUNTY OF MONTEREY (HACM)**

Congregate Senior Lunch Program

AGREEMENT

I. DECLARATION

This Agreement is entered into by and between the County of Monterey, by and through the **MONTEREY COUNTY DEPARTMENT OF SOCIAL SERVICES (hereinafter COUNTY)** and **HOUSING AUTHORITY OF THE COUNTY OF MONTEREY (hereinafter HACM)** for the purpose of coordinating Congregate Senior Meal Programs at HACM Senior and/or Disabled Housing Sites Los Ositos in Greenfield, CA and Leo Meyer Senior Plaza in King City, CA. The purpose of this Agreement is to identify the roles and responsibilities of each of the parties.

II. BACKGROUND

The COUNTY recognizes the need to support older adults and especially those that are fragile, low income, disabled, and/or isolated. Providing meal programs including group dining is a core service for the COUNTY and the Area Agency on Aging (AAA) and is only possible through partnerships with other agencies/organizations.

The COUNTY provides funding in support of AAA congregate senior meal programs (group dining). The COUNTY currently contracts with several kitchen services to provide food that meets rigorous standards for the planning of menus, meal preparation and delivery of meals to various congregate meal sites in the County. The COUNTY contracts with **George L. Mee Memorial Hospital (hereinafter Hospital)**, a non-profit corporation, for senior meals in South Monterey County.

HACM was established in 1941 and its mission is "To provide, administer, and encourage quality affordable housing and related services to eligible residents of Monterey County." HACM manages nearly 1,000 rental units for families, seniors, and persons with disabilities throughout Monterey County. Along with their Housing Choice Voucher/Section 8 and Project Based Program, HACM provides affordable housing and related services to thousands of Monterey County residents.

The COUNTY and HACM have worked together to provide the Congregate Senior Nutrition Program to residents of Los Ositos, Leo Meyer Senior Plaza, and the surrounding communities for many years. The program provides nutritious meals, social interactions, and nutritional education for all seniors 60 years of age and older and others that qualify.

The purpose of this Agreement is to identify the responsibilities of each participating agency within the framework of the congregate senior meal program. This Agreement conforms to applicable federal and state laws.

III. TERM

This Agreement is contingent upon available support and shall commence on January 5, 2021 and remain in full force and effect until June 30, 2026. Termination of this Agreement may be initiated by either party by giving ninety (90) day written notice to the other party. Any modifications to this Memorandum shall be agreed to in writing and mutually executed by the parties.

IV. SCOPE OF SERVICES¹

HACM agrees to:

1. Provide use of the Community Rooms at low-income senior and/or disabled housing locations:
 - a. Los Ositos
 - b. Leo Meyer Senior Plaza
 - c. Other locations as mutually agreed to and supported by available AAA funding.
2. Lunch is typically provided five (5) days a week (Monday through Friday), but is subject to change based on holidays and available funding.
3. Allow the general public to participate in the Congregate Senior Nutrition Program by assuring entrance to the Community Rooms.
4. Assure that a current copy of the food services permit through the Monterey County Health Department is posted near the kitchen and is visible to everyone using the facility. (Mee Memorial Hospital is responsible for obtaining the permit.)
5. Comply with all local, state, and federal laws pertaining to building accessibility and safety codes.
6. Staff the Community Rooms to assure entrance and use by food service provider, residents, and eligible members of the general public during the agreed upon time frame of the Congregate Senior Nutrition Program (trained volunteers are acceptable).
7. Staff the Community Rooms to assure that the food service provider has access to the kitchen and other areas and supplies needed to perform food/kitchen services in a manner that assures all local, state, and federal laws pertaining to food safety are followed (trained volunteers are acceptable).
8. Assist with application distribution and application turn in. Completed forms are to be given to the food service provider (Mee Memorial Hospital). Approval of application is required before a person participates in the Program. NOTE: Everyone is invited to join for a meal if they pay a guest fee and follow all other rules.
9. Provide supplies needed to serve meals and assure sanitary clean up. Also, provide a secure cabinet or storage place to keep supplies
10. Accommodate meal inspections performed by a registered dietitian on a quarterly basis (note: surprise inspections are in addition).
11. Accommodate guest speaker provided by the AAA on a regular basis (at least quarterly) to provide nutrition education, food demonstrations, and exercise to participants.

COUNTY agrees to:

12. Provide food provider that will plan menus, prepare meals, deliver meals, and serve meals to the Congregate Senior Nutrition Program participants in the identified Community Rooms.
13. Provide "customer service" training to staff/volunteers.
14. Provide training, if needed, to staff /volunteers on client enrollment paperwork, completion of daily sign-in sheets, collecting/transferring donations/fees/paperwork, and placing reservations with kitchen service.

¹ The COVID-19 pandemic is expected to impact the number of meals served and services will continue to evolve to meet changing protocols. Traditional group dining will shift to meal pick up and/or home delivered meal approaches as needed. Nutrition education including guest speakers will shift to flyers and internet platforms when possible.

15. Provide guest speakers that will visit the Community Rooms on a regular basis (at least quarterly) and engage with participants in a variety of ways to educate on topics that will encourage healthier lifestyles (nutrition, exercise, health issues, disease prevention, etc.).

V. **GENERAL PROVISIONS**

A. **INDEMNIFICATION**

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

The COUNTY shall indemnify, defend, and hold harmless HACM, its officers, agents, employees, and subcontractors from any claim, liability, loss, injury or damage arising out of, or in connection with, the performance of this Agreement by COUNTY and/or its officers, agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of HACM and/or its officers, agents, employees and subcontractors. COUNTY shall reimburse HACM for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the COUNTY is obligated to indemnify, defend and hold harmless HACM under this Agreement.

B. **INSURANCE PROVISIONS**

Insurance Coverage Requirements: Without limiting HACM's duty to indemnify, HACM 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, including but not limited to premises, personal injuries, products, and completed operations, with a combined single limit of not less than \$1,000,000.00 (one million dollars) per occurrence; and

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.

Worker's Compensation Insurance: If HACM employs others in the performance of this Agreement, HACM shall maintain Worker's Compensation Insurance in accordance with California Labor Code Section 3700, and with a minimum of \$1,000,000.00 (one million dollars) per occurrence for employer's liability.

General Insurance Requirements: All insurance required by this Agreement shall be with a company acceptable to COUNTY and authorized by law to transact insurance business in the State of California. Unless otherwise specified in 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 HACM completes its performance of services under this Agreement. Each policy shall provide identical coverage for each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance showing each subcontractor has identical insurance coverage.

Comprehensive General Liability and Business Automobile Liability policies shall provide an endorsement naming the COUNTY of Monterey, its officers, agents, and employees as Additional Insureds, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the COUNTY, and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by HACM's insurance.

Prior to the execution of this Agreement by COUNTY, HACM shall file Certificates of Insurance with COUNTY's Contract Administrator, showing that HACM has in effect the insurance required by this Agreement. HACM shall file a new or amended certificate of insurance promptly after any change is made in any insurance policy, which would alter the information of the certificate then on file.

Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

In the event HACM is lawfully self-insured in any or all of the required insurance areas referenced above, a letter certifying those areas of coverage and in the minimum amounts as set forth in this Agreement, shall be furnished by HACM to COUNTY's Contract Administrator prior to the execution of this Agreement.

Cancellation of Insurance: Each liability policy shall provide that COUNTY will be given notice in writing at least thirty (30) days in advance of any change, cancellation, or non-renewal thereof.

HACM shall immediately obtain replacement coverage for any insurance policy that is terminated, cancelled, non-renewed, or whose policy limits have been exhausted, or upon insolvency of the insurer that issued the policy.

C. CONFIDENTIALITY AND RECORDS

Confidentiality: HACM and its officers, employees, agents, and subcontractors shall comply with Welfare and Institutions Code Sec. 10850, 45 CFR Sec. 205.50, and all other applicable provisions of law which provide for the confidentiality of records and prohibit their being opened for examination for any purpose not directly connected with the administration of public social services. Whether or not covered by W&I Code Sec. 10850 or by 45 CFR Sec. 205.50, confidential medical or personnel records and the identities of clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order requiring disclosure. Confidential information gained by HACM from access to any such records, and from contact with its clients and complainants, shall be used by HACM

only in connection with its conduct of the program under this Agreement. COUNTY, through the Director of the Department of Social Services, shall have access to such confidential information and records to the extent allowed by law, and such information and records in the hands of COUNTY shall remain confidential and may be disclosed only as permitted by law.

Maintenance and Availability of Records: HACM shall prepare and maintain all reports and records that may be required by federal, state or COUNTY rules and regulations, and shall furnish such reports and records to COUNTY, and to the state and federal governments, upon request.

Retention of Records: HACM shall maintain and preserve all records related to this Agreement (and shall assure the maintenance of such records in the possession of any third-party performing work related to this Agreement) for a period of five (5) years from the date of service. Such records shall be retained beyond the five-year period until any pending litigation, claim, negotiation, audit exception, or other action involving this Agreement is resolved.

D. FISCAL

HACM agrees to provide fiscal responsibility for the use and maintenance of the Community Rooms, and for paid staff at this site.

E. NOTICE

Notice to the parties in connection with this agreement shall be given personally or by regular mail addressed as follows:

Kathleen Murray-Phillips, Contract Manager
Area Agency on Aging
Monterey County Department of Social Services
1000 South Main Street, Suite 301
Salinas, CA 93901
(831) 796-3530

Cecelia Heath, Procurement/Contract Manager
Housing Authority of the County of Monterey (HACM)
123 Rico Street
Salinas, CA 93907
(831) 775-5070

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first herein above written.

BY

Lori A. Medina, DSS Director
Monterey County Department of Social Services

Date

BY

DocuSigned by:
Jose Gomez, Executive Director
7AB494DEFD15349F

Jose Gomez, Executive Director
Housing Authority of the County of Monterey

11/30/2020 | 2:17 PM PST

Date

BY

DocuSigned by:
Darlene Sturgeon, Director of Finance
2F8E8A1FC0436447...

Darlene Sturgeon, Director of Finance
Housing Authority of the County of Monterey

12/1/2020 | 2:56 PM PST

Date

REVIEWED AND APPROVED AS TO FORM:

DocuSigned by:
Anne Breton, County Counsel
07025F3AA36B4A4...

Monterey County
Deputy County Counsel

12/1/2020 | 4:28 PM PST

Date



Monterey County

Item No.27

Board Report

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

Legistar File Number: A 21-003

January 05, 2021

Introduced: 12/18/2020

Current Status: Department of Social
Services - Consent

Version: 1

Matter Type: BoS Agreement

- a. Approve and authorize the Director of the Department of Social Services to execute an agreement with the University Corporation at Monterey Bay for \$250,236 effective January 5, 2021 through June 30, 2021 to implement and operate a county-wide homeless outreach and encampment response team with modifications to the County's standard indemnification provisions; and
- b. Authorize the Director of the Department of Social Services to sign up to (3) amendments to this Agreement where the total amendments do not exceed 10% (\$25,023) of the original contract amount and do not significantly change the scope of work.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Approve and authorize the Director of the Department of Social Services to execute an agreement with the University Corporation at Monterey Bay for \$250,236 effective January 5, 2021 through June 30, 2021 to implement and operate a county-wide homeless outreach and encampment response team with modifications to the County's standard indemnification provisions; and
- b. Authorize the Director of the Department of Social Services to sign up to (3) amendments to this Agreement where the total amendments do not exceed 10% (\$25,023) of the original contract amount and do not significantly change the scope of work.

SUMMARY/DISCUSSION:

The purpose of this agreement is to implement a county-wide homeless outreach and encampment response team. As the COVID-19 pandemic continues, there is a recognized need for skilled outreach workers who have the capacity to connect with encampments and engage with homeless residents in field-based service integration activities such as rapport building, resource connections, and case management. A pilot effort of this program was first launched in coordination with the Project Roomkey program through a sub-agreement under the Coalition of Homeless Services Providers. This agreement supports a collaborative effort with the City of Salinas which has allocated upcoming regional funds for this service. The City of Salinas funding will not be available until July 2021 and this agreement ensures continuity and availability of this key resource for our community.

The CSU Monterey Bay, College of Health Sciences and Human Services, Center for Community Health Engagement (CHE) launched a Community Health Engagement Street Outreach Team, called HEART - Homeless Engagement and Response Team. As part of the Coalition of Homeless Services Providers' (CHSP) network and a subcontractor to the Project Roomkey program, this team has provided field-based service activities such as outreach and case management to engage homeless

individuals living in encampments and on the streets throughout all of Monterey County and connect them to needed resources such as Project Roomkey sheltering, social services, mental health, substance abuse treatment, medical health services, financial benefits, transportation, meals, emergency shelter, bridge housing, and long-term housing. The HEART outreach process includes: 1) building a personal connection with the individual; 2) assessing immediate needs with a basic field needs assessment; and 3) working to identify barriers that individuals must address and overcome to improve their health status, build their social support network, and effectively address their housing needs.

The primary goal of CHE is to improve the wellbeing of unsheltered individuals by providing services in a safe and healthy environment. CHE provides free group skill-building classes, individual counseling, connections to local resources with a focus on housing, employment, and pathways to chemical use abstinence and mental health treatment. Within the domains of education, health, and self-determination, CHE focuses on interactions between three populations: clients (residents), CSUMB students, and community service providers. CSUMB student interns from the Social Work (MSW), Public Health and Social Work foci (BA), Nursing (BSN), and Physician Assistant (MSPA) will establish collaborative partnerships to provide interprofessional and integrated services to unsheltered people.

While modifications have been made to the County's standard indemnification language, these are required by the University and have previously been approved in prior agreements. Therefore the Department requests approval of this agreement with the modified indemnification language.

OTHER AGENCY INVOLVEMENT:

This program engages the local Continuum of Care provider, the Coalition of Homeless Services Providers and coordinates future financial support with the City of Salinas. The Auditor-Controller has reviewed and approved this agreement. County Counsel has approved the agreement as to form.

FINANCING:

This agreement is funded with Homeless, Housing Assistance & Prevention (HHAP) funds. Sufficient appropriations and revenues are included in the SOC004 FY 2020-21 Adopted Budget.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This agreement correlates to the Public Safety, Health & Human Services, and Administration Strategic Initiatives adopted by the Board of Supervisors by providing supportive services and field response to high risk individuals experiencing homelessness, particularly during the COVID-19 pandemic.

Mark a check to the related Board of Supervisors Strategic Initiatives

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

Prepared by: Lauren Suwansupa, CAM x8492

Approved by: Lori A. Medina, Director x4430

Attachments: CSUMB Homeless Engagement and Response Team Agreement

The proposed Agreement is on file with the Clerk of the Board as an attachment to this Board Report.



Monterey County

Item No.19

Board Report

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

Legistar File Number: A 21-003

January 05, 2021

Introduced: 12/18/2020

Current Status: Department of Social
Services - Consent

Version: 1

Matter Type: BoS Agreement

- a. Approve and authorize the Director of the Department of Social Services to execute an agreement with the University Corporation at Monterey Bay for \$250,236 effective January 5, 2021 through June 30, 2021 to implement and operate a county-wide homeless outreach and encampment response team with modifications to the County's standard indemnification provisions; and
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SUMMARY/DISCUSSION:

The purpose of this agreement is to implement a county-wide homeless outreach and encampment response team. As the COVID-19 pandemic continues, there is a recognized need for skilled outreach workers who have the capacity to connect with encampments and engage with homeless residents in field-based service integration activities such as rapport building, resource connections, and case management. A pilot effort of this program was first launched in coordination with the Project Roomkey program through a sub-agreement under the Coalition of Homeless Services Providers. This agreement supports a collaborative effort with the City of Salinas which has allocated upcoming regional funds for this service. The City of Salinas funding will not be available until July 2021 and this agreement ensures continuity and availability of this key resource for our community.

The CSU Monterey Bay, College of Health Sciences and Human Services, Center for Community Health Engagement (CHE) launched a Community Health Engagement Street Outreach Team, called HEART - Homeless Engagement and Response Team. As part of the Coalition of Homeless Services Providers' (CHSP) network and a subcontractor to the Project Roomkey program, this team has provided field-based service activities such as outreach and case management to engage homeless individuals living in encampments and on the streets throughout all of Monterey County and connect them to needed resources such as Project Roomkey sheltering, social services, mental health, substance abuse treatment, medical health services, financial benefits, transportation, meals, emergency shelter, bridge housing, and long-term housing. The HEART outreach process includes:

1) building a personal connection with the individual; 2) assessing immediate needs with a basic field needs assessment; and 3) working to identify barriers that individuals must address and overcome to improve their health status, build their social support network, and effectively address their housing needs.

The primary goal of CHE is to improve the wellbeing of unsheltered individuals by providing services in a safe and healthy environment. CHE provides free group skill-building classes, individual counseling, connections to local resources with a focus on housing, employment, and pathways to chemical use abstinence and mental health treatment. Within the domains of education, health, and self-determination, CHE focuses on interactions between three populations: clients (residents), CSUMB students, and community service providers. CSUMB student interns from the Social Work (MSW), Public Health and Social Work foci (BA), Nursing (BSN), and Physician Assistant (MSPA) will establish collaborative partnerships to provide interprofessional and integrated services to unsheltered people.

While modifications have been made to the County's standard indemnification language, these are required by the University and have previously been approved in prior agreements. Therefore the Department requests approval of this agreement with the modified indemnification language.

OTHER AGENCY INVOLVEMENT:

This program engages the local Continuum of Care provider, the Coalition of Homeless Services Providers and coordinates future financial support with the City of Salinas. The Auditor-Controller has reviewed and approved this agreement. County Counsel has approved the agreement as to form.

FINANCING:

This agreement is funded with Homeless, Housing Assistance & Prevention (HHAP) funds. Sufficient appropriations and revenues are included in the SOC004 FY 2020-21 Adopted Budget.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This agreement correlates to the Public Safety, Health & Human Services, and Administration Strategic Initiatives adopted by the Board of Supervisors by providing supportive services and field response to high risk individuals experiencing homelessness, particularly during the COVID-19 pandemic.

Mark a check to the related Board of Supervisors Strategic Initiatives

☐ Economic Development
☒ Administration
☒ Health & Human Services
☐ Infrastructure
☐ Public Safety

Prepared by: Lauren Suwansupa, CAM x8492

Becky Cronin for Lori A. Medina

Approved by: Lori A. Medina, Director x4430

Attachments: CSUMB Homeless Engagement and Response Team Agreement

The proposed Agreement is on file with the Clerk of the Board as an attachment to this Board Report.

COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

University Corporation at Monterey Bay

(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:

county-wide outreach and field-based case management for people experiencing homelessness in Monterey County

2.0 PAYMENT PROVISIONS:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: \$ 250,236.00

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from January 5, 2021 to June 30, 2021, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

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

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

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

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other: See Page 10A for list of exhibits

See Exhibit J for modifications to the standard agreement

501-CAP21CSUMBHEART
2021 \$250,236

5.0 PERFORMANCE STANDARDS:

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

6.0 PAYMENT CONDITIONS:

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

7.0 TERMINATION:

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

ds
CEL

Contractor

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.~~

County

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
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Contractor

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.~~

County

9.0 INSURANCE REQUIREMENTS:

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

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

9.02 **Qualifying Insurers:** All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to

501-CAP21CSUMBHEART

the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

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

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

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

Requestor must check the appropriate Automobile Insurance Threshold:

Requestor must check the appropriate box.

☐ **Agreement Under \$100,000 Business Automobile Liability Insurance:** covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

☒ **Agreement Over \$100,000 Business Automobile Liability Insurance:** covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

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

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

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

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or

errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

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

9.04 **Other Requirements:**

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

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

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

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

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

10.0 **RECORDS AND CONFIDENTIALITY:**

10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.5 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. ~~CONTRACTOR shall not publish any such material without the prior written approval of County.~~

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Contractor
Revised 8/8/19
County

11.0 NON-DISCRIMINATION:

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

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 INDEPENDENT CONTRACTOR:

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

14.0 NOTICES:

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

FOR COUNTY: Lori A. Medina, DSS Director	FOR CONTRACTOR: Cynthia E. Lopez, Director Sponsored Programs Office
<hr/> Name and Title 1000 S. Main Street Salinas, CA 93901	<hr/> Name and Title 100 Campus Center, Bldg. 97 Seaside CA 93955
<hr/> Address 831-755-4430	<hr/> Address 831-582-1551
<hr/> Phone:	<hr/> Phone:

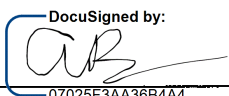

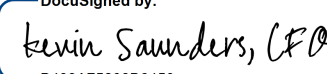
15.0 MISCELLANEOUS PROVISIONS.

- 15.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 15.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

- 15.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.08 **Compliance with Applicable Law:** The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 15.12 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 15.13 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

16.0 SIGNATURE PAGE.

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

COUNTY OF MONTEREY		CONTRACTOR
<p>By: _____ Contracts/Purchasing Officer</p> <p>Date: _____</p> <p>By: _____ Department Head (if applicable)</p> <p>Date: _____</p> <p>By: _____ Board of Supervisors (if applicable)</p> <p>Date: _____</p> <p>Approved as to Form¹</p> <p>By: _____  County Counsel 12/17/2020 10:17 AM PST</p> <p>Approved as to Fiscal Provisions²</p> <p>By: _____  Auditor/Controller 12/17/2020 10:21 AM PST</p> <p>Approved as to Liability Provisions³</p> <p>By: _____ Risk Management</p> <p>Date: _____</p>		<p>University Corporation at Monterey Bay</p> <p>Contractor's Business Name*</p> <p>DocuSigned by: Cynthia E Lopez FAA7A19D66EF452... (Signature of Chair, President, or Vice-President) *</p> <p>Date: _____ Name and Title 12/16/2020 3:26 PM PST</p> <p>By: _____  Kevin Saunders, CFO B493A75208B6450... (Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) *</p> <p>Date: _____ Name and Title 12/16/2020 3:33 PM PST</p>

County Board of Supervisors' Agreement Number: _____, approved on (date): _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

¹Approval by County Counsel is required

²Approval by Auditor-Controller is required

³Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

List of Exhibits
University Corporation at Monterey Bay

Exhibit	A	Scope of Services/Payment Provisions
Exhibit	B	DSS Additional Provisions
Exhibit	C	Budget
Exhibit	D	Invoice
Exhibit	E	Child Abuse Reporting
Exhibit	F	HIPAA
Exhibit	G	Lobbying
Exhibit	H	Elder Abuse Reporting
Exhibit	I	Audit & Recovery Requirements
Exhibit	J	Modifications to Standard Agreement

SCOPE OF SERVICES/PAYMENT PROVISIONS

UNIVERSITY CORPORATION AT MONTEREY BAY “CSUMB Homeless Engagement and Response Team”

- A. TOTAL FUNDING:** \$250,236.00 (HHAP Funding)
- B. CONTRACT TERM:** January 5, 2021 to June 30, 2021
- C. CONTACT INFORMATION:**
- County Contract Monitor: Monterey County Department of Social Services
Lauren Suwansupa, Community Affiliation Manager
1000 S. Main Street, Suite 301 Salinas, CA 93901
Phone: (831) 755-8492 Fax: (831) 755-8477
suwansupal@co.monterey.ca.us
- Contractor Information: University Corporation at Monterey Bay
Cynthia E. Lopez, Director, Sponsored Programs Office
100 Campus Center, Bldg. 97 Seaside, CA 93955
Phone: (831) 582-1551 Fax: (831) 582-3305
clopez@csumb.edu
- Location of Services: Monterey County
- D. CONTRACT AWARD INFORMATION**
CONTRACTOR DUNS Number: 082412920
Date County Awarded Funding: January 1, 2021
CFDA Passthrough Information and Dollar Amount: Homeless, Housing Assistance & Prevention (HHAP) Funds (State SB 89)
Federal Award Description: N/A
Research and Development: No
Indirect Cost Rate: 20%
- E. BACKGROUND**
The need for county-wide outreach and field-based case management that encompass medical and mental health assessment/treatment and coordinated services for people experiencing homelessness in Monterey County is well documented. The CHE will meet these unmet needs by providing the homeless residents in Monterey County with an outreach team to work diligently to facilitate the coordination of services that are based on the person's needs and help them steer a course through the systematic barriers to stable housing. CHE does not force services upon any individual. By earning trust and cultivating a good rapport, we establish meaningful relationships to obtain a thorough understanding of feasible and acceptable interventions. Every individual is unique, and therefore, has his/her/their own worldview and life choice history. The result is a realistic care plan encompassing health care and behavioral health services, social support, health education, housing services, and realistic goals that lead to stable housing and physical, mental, and social stability.

SCOPE OF SERVICES/PAYMENT PROVISIONS

F. DESCRIPTION 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:

- F.1 The CHE street outreach team, Homeless Engagement and Response Team (HEART), will engage homeless individuals throughout Monterey County and connect them to needed resources such as social services, mental health or substance abuse treatment, medical health services, financial benefits, transportation, meals, emergency shelter, bridge housing, and long-term housing.
- F.2 The outreach workers will work closely with the Coalition of Homeless Services Providers and various service providers.
- F.3 Outreach workers will connect with at least 300 homeless individuals each month and complete at least 100 VI-SPDAT entries into CARS (Coordinated Assessment and Referral System) and HMIS (Homeless Management Information System).
- F.4 It is anticipated that the outreach workers will provide field-based case management to at least 100 individuals each month and make at least 60 referrals for services that may include the following:
 - F.4.1 Assist in the assessment and referral process for mental health assistance, housing, recovery from substance use and abuse, physical health care, educational programs, financial assistance, employment, advocacy, and socialization activities to verify and document eligibility of individuals for the services received.
 - F.4.2 Assess individuals' medical, psychological, social, financial, and legal needs as related to their housing search and provide linkage.
 - F.4.3 Assess an individual's financial resources and apply for social programs and/or help the individual search and obtain employment.
 - F.4.4 Develop a financial plan that includes a realistic monthly budget and management.
 - F.4.5 Develop attainable housing plans with measurable goals and objectives to assist individuals in achieving their desired outcomes.
 - F.4.6 Search and apply for market-rate apartments within the individual's price range.
 - F.4.7 Search and apply for low-income housing units.
 - F.4.8 Apply for the Homeless Set Aside Voucher through the MC Housing Authority.
 - F.4.9 Refer individuals to CCCIL and other services providers for financial assistance with rapid-rehousing funds and other sources of assistance such as Social Security, Disability, and other applicable services.
- F.5 Educate clients and reinforce the importance of frequent hand washing, and other steps to minimize risk of exposure to COVID-19 as required by the Public Health Officer's Shelter-In-Place Order and in accordance with CDC Interim Guidance for Homeless Service Providers

G. CONTRACTOR RESPONSIBILITIES

- G.1 CONTRACTOR shall ensure all program participants are entered into HMIS and Coordinated Assessment and Referral System (CARS) as appropriate.
- G.2 CONTRACTOR shall regularly assess and accommodate for functional needs on all program participants.

SCOPE OF SERVICES/PAYMENT PROVISIONS

- G.3 CONTRACTOR shall coordinate the provision of behavioral health assessments and substance use disorder counseling for program participants as determined appropriate.
- G.4 CONTRACTOR shall obtain and utilize Personal Protective Equipment (PPE) such as gloves, gowns, goggles, face shields, and face masks for staff and clients as needed.
- G.5 CONTRACTOR shall conduct encampment needs assessments, using a survey provided by the Coalition, at every encampment to which the team is deployed.
- G.6 CONTRACTOR shall identify leaders to be the point of contact at each of the encampments they encounter during outreach activities.
- G.7 CONTRACTOR shall accept referrals for encampment outreach exclusively from the Coalition.
- G.8 CONTRACTOR shall use the Coalition's ESRI map of encampments when there are no active referrals for deployment.

H. REPORTING INSTRUCTIONS & SUBMISSION

- H.1 WEEKLY SERVICE AND OUTCOMES REPORT: CONTRACTOR shall report weekly on the following program metrics:
 - H.1.1 Number of active program participants, including: Cumulative number of program participants that participated in the program.
 - H.1.1.a Number of individuals assessed with CARS
 - H.1.1.b Number of individuals entered into HMIS
 - H.1.1.c Number of individuals enrolled in case management.
 - H.1.2 Number of referrals made to services.
 - H.1.2.a Number of referrals to mental health assistance
 - H.1.2.b Number of referrals to housing providers
 - H.1.2.c Number of individuals enrolled in new public benefits
 - H.1.2.d Number of referrals to medical health services
 - H.1.3 Detailed program participant discharge information including:
 - H.1.3.a Days in program
 - H.1.3.b Reason for discharge
 - H.1.3.c Types of services provided
 - H.1.3.d Types of benefits secured
 - H.1.3.e Destination upon discharge
 - H.1.4 Monthly reports shall be submitted to the County Contract Monitor as listed in Section C.

I. PAYMENT PROVISIONS

- I.1 COUNTY shall pay CONTRACTOR per the terms set forth in **Exhibit B**, DSS Additional Provisions, Section 1, PAYMENT BY COUNTY.
- I.2 PAYMENT SUMMARY
 - I.2.1 The maximum amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed **two hundred fifty thousand two hundred thirty-six dollars and zero cents (\$250,236.00)**.

J. INVOICING INSTRUCTIONS & SUBMISSION

- J.1 CONTRACTOR shall submit original signed invoices with supportive documentation to the COUNTY setting forth the amount claimed by the 10th day of the month following the month in which services were performed.

SCOPE OF SERVICES/PAYMENT PROVISIONS

- J.2 The invoice shall be submitted on the invoice form set forth in **Exhibit D** and be submitted to the County Contract Monitor as listed in Section C.
- J.2.1 The final invoice for close out is due no later than the 10th of July 2021.

(End of Exhibit A)

January 5, 2021 - June 30, 2021

Agency Name University Corporation at Monterey Bay

Expense Categories	CSUMB Homeless Engagement and Response Team \$250,236.00	Total Budget \$250,236.00
Project Director	\$ 1,969.00	\$ 1,969.00
Program Manager	\$ 10,728.00	\$ 10,728.00
Team Leads (3 PT)	\$ 50,760.00	\$ 50,760.00
Peer Workers (5 PT)	\$ 57,948.00	\$ 57,948.00
Case Manager (2 PT)	\$ 45,240.00	\$ 45,240.00
Fringe Benefits	\$ 21,161.00	\$ 21,161.00
Mileage (*IRS compliant)	\$ 8,700.00	\$ 8,700.00
Supplies/PPE	\$ 10,224.00	\$ 10,224.00
Communications	\$ 1,800.00	\$ 1,800.00
Indirect	\$ 41,706.00	\$ 41,706.00
	\$ -	\$ -
	\$ -	\$ -
Program Total	\$ 250,236.00	\$ 250,236.00

Budget Narrative

Expense Category

Line Item narrative

Project Director	Supervising faculty: Maria Gurrola (1hr/week), \$75.72 per hour 26 hours
Program Manager	Program Coordinator: Jacqui Smith (10hrs/week), \$41 per hour 1317 hours
Team Leads (3 PT)	1 Staff Lead @ \$27 per hour at 754 hours, 2 Student Leads @ \$27 per hour at 563 hours each
Peer Workers (5 PT)	4 Peer Workers @ \$22 per hour at 754 hours, 2 Student Peer Workers @ \$27 per hour at 563 hours each
Case Manager (2 PT)	2 Part-Time Staff Case Managers @ \$30 per hour at 754 hours each
Fringe Benefits	Calculated at 65% for Program Coordinator and 9.1% for all other positions
Mileage (*IRS compliant)	\$0.58 per mile estimated for 15,000 miles
Supplies/PPE	PPE at \$500/month/team x 3 teams x 6 months, uniforms, thermometers, business cards, supplies
Communications	cellular service for internet connectivity in field
Indirect	University IRS negotiated off-campus rate 20%

Funding Source: Homeless Housing Assistance and Prevention Funds

EXHIBIT B**MONTEREY COUNTY
DEPARTMENT OF SOCIAL SERVICES****ADDITIONAL PROVISIONS****I. PAYMENT BY COUNTY:**

1.01 Monthly claims/invoices by CONTRACTOR: Not later than the tenth (10th) day of each month, CONTRACTOR shall submit to COUNTY a signed invoice setting forth the amount claimed. All invoices (monthly and final) shall be submitted in the form set forth in **Exhibit D** and shall include an invoice number.

1.02 Final Invoice; forfeiture for late invoice: CONTRACTOR's final month and end of fiscal year invoice is due, and must be received by COUNTY, no later than close of business on **July 10**. **If the Final Invoice is not received by COUNTY by close of business on July 10, CONTRACTOR understands and agrees that the reimbursement of CONTRACTOR's final expenses represented by that invoice may be forfeited, and COUNTY shall have no legal obligation regarding it, nor shall COUNTY be required to make any payment towards that untimely/late invoiced claim.**

1.03 Allowable Costs: Allowable costs shall be the CONTRACTOR's actual costs of developing, supervising and delivering the services under this Agreement, as set forth in **Exhibit C**. Only the costs listed in **Exhibit C** as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of 45 Code of Federal Regulations, Part 74, Sub-Part F and 48 Code of Federal Regulations (CFR), Chapter 1, Part 31.

1.04 Cost Control: CONTRACTOR shall not exceed by more than twenty (20) percent any contract expense line item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this contract. Therefore, an increase in one line item will require corresponding decreases in other line items.

1.05 Payment in Full:

(a) If COUNTY certifies and pays the amount requested by CONTRACTOR, such payment shall be deemed payment in full for the month in question and may not thereafter be reviewed or modified, except to permit COUNTY's recovery of overpayments.

(b) If COUNTY certifies and pays a lesser amount than the amount requested, COUNTY shall, immediately upon certification of the lesser amount, notify CONTRACTOR in writing of such certification. If CONTRACTOR does not protest the lesser amount by delivering to COUNTY a written notice of protest within twenty (20) days after CONTRACTOR's receipt of the certification, then payment of the lesser amount shall be deemed payment in full for the month in question and may not thereafter be questioned by CONTRACTOR.

EXHIBIT B

1.06 Disputed payment amount: If COUNTY pays a lesser amount than the amount requested, and if CONTRACTOR submits a written notice of protest to COUNTY within twenty (20) days after CONTRACTOR's receipt of the certification, then the parties shall promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such dispute until the parties have met and attempted to resolve the dispute in person.

II. PERFORMANCE STANDARDS & COMPLIANCE

2.01 Outcome objectives and performance standards: CONTRACTOR shall for the entire term of this Agreement provide the service outcomes set forth in **Exhibit A**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit A**, unless prevented from doing so by circumstances beyond CONTRACTOR's control, including but not limited to, natural disasters, fire, theft, and shortages of necessary supplies or materials due to labor disputes.

2.02 County monitoring of services: COUNTY shall monitor services provided under this Agreement in order to evaluate the effectiveness and quality of services provided.

2.03 Notice of defective performance: COUNTY shall notify CONTRACTOR in writing within thirty (30) days after discovering any defects in CONTRACTOR's performance. CONTRACTOR shall promptly take action to correct the problem and to prevent its recurrence. Such corrective action shall be completed and a written report made to the COUNTY concerning such action not later than thirty (30) days after the date of the COUNTY's written notice to CONTRACTOR.

2.04 Termination for cause: Notwithstanding Section 7.02 of the Agreement, if the corrective actions required above are not completed and the report to the COUNTY not made within thirty (30) days, the COUNTY may terminate this Agreement by giving five (5) days' written notice to CONTRACTOR.

2.05 Remedies for Inadequate Service Levels:

- a) For each month that service falls below 80% of the contracted level, CONTRACTOR shall submit to the COUNTY an analysis of the causes of the problem and any necessary actions to be taken to correct the problem. If the problem continues for another month, the COUNTY shall meet with CONTRACTOR to explore the problem and develop an appropriate written corrective action plan with appropriate time frames.
- b) If CONTRACTOR does not carry out the required corrective action within the time frame specified, sanctions shall be applied in accordance with funding source regulations.
- c) Notwithstanding Section 7.02 of the Agreement, if, after the COUNTY notifies CONTRACTOR of any sanctions to be imposed, CONTRACTOR continues in its

EXHIBIT B

failure to take corrective action, then COUNTY may terminate this contract by giving CONTRACTOR five (5) days' written notice.

- d) If all appropriate corrective actions are taken but service still falls 80% or more below contracted level, COUNTY and CONTRACTOR may renegotiate the contracted level of service.

2.06 Training for Staff: CONTRACTOR shall insure that sufficient training is provided to its volunteer and paid staff to enable them to perform effectively on the project, and to increase their existing level of skills. Additionally, CONTRACTOR shall ensure that all staff completes Division 21 Civil Rights training.

2.07 Bi-lingual Services: CONTRACTOR shall ensure that qualified staff is available to accommodate non-English speaking, and limited English proficient, individuals.

2.08 Assurance of drug free-workplace: CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, Government Code sections 8350 et seq., by doing the following:

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
 - Establishing a drug-free awareness program to inform employees about all of the following:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the organization's policy of maintaining a drug-free workplace;
 - 3) any available drug counseling, rehabilitation, and employee assistance programs;
 - 4) the penalties that may be imposed upon employees for drug abuse violations;
 - 5) requiring that each employee engaged in the performance of the contract or grant be given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

III. CONFIDENTIALITY

CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with Welfare and Institutions (W & I) Code Sec. 10850, 45 CFR Sec. 205.50, and all other applicable provisions of law which provide for the confidentiality of records and prohibit their being opened for examination for any purpose not directly connected with the administration of public social services. Whether or not covered by W&I Code Sec. 10850 or by 45 CFR Sec. 205.50, confidential medical or personnel records and the identities of clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order requiring disclosure. Confidential information gained by CONTRACTOR from access to any such records, and from contact with its clients and complainants, shall be used by CONTRACTOR only in connection with its conduct of the

EXHIBIT B

program under this Agreement. The COUNTY, through the Director of the Department of Social Services, and his/her representatives, shall have access to such confidential information and records to the extent allowed by law, and such information and records in the hands of the COUNTY shall remain confidential and may be disclosed only as permitted by law.

IV. NON-DISCRIMINATION

CONTRACTOR certifies that to the best of its ability and knowledge it will comply with the nondiscrimination program requirements set forth in this Section.

4.01 Discrimination Defined: The term “discrimination” as used in this contract, is the same term that is used in Monterey County Code, Chapter 2.80 “Procedures for Investigation and Resolution of Discrimination Complaints”; it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or other discriminatory practice by any Monterey County official, employee or agent, due to an individual’s race, color, ethnic group, national origin, ancestry, religious creed, sex, sexual orientation, age, veteran’s status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.

4.02 Application of Monterey COUNTY Code Chapter 2.80: The provisions of Monterey COUNTY Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. Complaints of discrimination made by CONTRACTOR against the COUNTY, or by recipients of services against CONTRACTOR, may be pursued using the procedures established by Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for the prompt and fair resolution of discrimination complaints made against CONTRACTOR by its own employees and agents, and shall provide a copy of such procedures to COUNTY on demand by COUNTY.

4.03 Compliance with laws: During the performance of this Agreement, CONTRACTOR shall comply with all applicable federal, state and local laws and regulations which prohibit discrimination, including but not limited to the following:

- **California Fair Employment and Housing Act**, California Government Code Sec. 12900 et seq., see especially Section 12940 (c), (h), (1), (i), and (j); and the administrative regulations issued thereunder, 2 Calif. Code of Regulations Secs. 7285.0 et seq. (Division 4 - Fair Employment and Housing Commission);
- **California Government Code Secs. 11135 - 11139.5**, as amended (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections; including **Title 22 California Code of Regulations 98000-98413**.

EXHIBIT B

- **Federal Civil Rights Acts of 1964 and 1991** (see especially Title VI, 42 USC Secs. 2000d et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 CFR Part 80);
- **The Rehabilitation Act of 1973**, Secs. 503 and 504 (29 USC Sec. 793 and 794), as amended; all requirements imposed by the applicable HHS regulations (45 CFR Parts 80, 84 and 91); and all guidelines and interpretations issued pursuant thereto;
- **7 Code of Federal Regulations (CFR)**, Part 15 and **28 CFR** Part 42;
- **Title II of the Americans with Disabilities Act of 1990** (P.L. 101-336), 42 U.S.C. Secs. 12101 et seq. and 47 U.S.C. Secs. 225 and 611, and any federal regulations issued pursuant thereto (see 24 CFR Chapter 1; 28 CFR Parts 35 and 36; 29 CFR Parts 1602, 1627, and 1630; and 36 CFR Part 1191);
- **Unruh Civil Rights Act**, Calif. Civil Code Sec. 51 et seq., as amended;
- **Monterey COUNTY Code**, Chap. 2.80.;
- **Age Discrimination in Employment Act 1975**, as amended (**ADEA**), 29 U.S.C. Secs 621 et seq.;
- **Equal Pay Act of 1963**, 29 U.S.C. Sec. 206(d);
- **California Equal Pay Act**, Labor Code Sec.1197.5.
- **California Government Code** Section 4450;
- **The Dymally-Alatorre Bilingual Services Act**; Calif. Government Code Sec. 7290 et seq.
- **The Food Stamp Act of 1977**, as amended and in particular **Section 272.6**.
- **California Code of Regulations**, Title 24, **Section 3105A(e)**
- **Removal of Barriers to Inter-Ethnic Adoption Act of 1996**, **Section 1808**

4.04 Written assurances: Upon request by COUNTY, CONTRACTOR will give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973 and/or the Americans with Disabilities Act of 1990, as may be required by the federal government in connection with this Agreement, pursuant to 45 CFR Sec. 80.4 or 45 CFR Sec. 84.5, and 91; 7 CFR Part 15; and 28 CFR Part 35, or other applicable State or federal regulation.

EXHIBIT B

4.05 Written non-discrimination policy: Contractor shall maintain a written statement of its non-discrimination policies which shall be consistent with the terms of this Agreement. Such statement shall be available to employees, recipients of services, and members of the public, upon request.

4.06 Grievance Information: CONTRACTOR shall advise applicants who are denied CONTRACTOR's services, and recipients who do receive services, of their right to present grievances, and of their right to a State hearing concerning services received under this Agreement.

4.07 Notice to Labor Unions: CONTRACTOR shall give written notice of its obligations under paragraphs 4.01 - 4.08 to labor organizations with which it has a collective bargaining or other agreement.

4.08 Access to records by government agencies: CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing, and any state agency providing funds for this Agreement, upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these non-discrimination provisions.

4.09 Binding on Subcontractors: The provisions of paragraphs 4.01 - 4.08 shall also apply to all of CONTRACTOR's subcontractors. CONTRACTOR shall include the non-discrimination and compliance provisions of these paragraphs in all subcontracts to perform work or provide services under this Agreement.

V. CONTRACT ADMINISTRATORS

5.01 Contract Administrator – CONTRACTOR: CONTRACTOR hereby designates Cynthia E. Lopez, Director, Sponsored Programs as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of CONTRACTOR shall be under the direction of, or shall be submitted to, the CONTRACTOR's Contract Administrator. CONTRACTOR may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to COUNTY of any such change.

5.02 Contract Administrator – COUNTY: COUNTY hereby designates the Director of the Monterey County Department of Social Services as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of COUNTY shall be under the direction of, or shall be submitted to, the Director or such other COUNTY employee in the Department of Social Services as the Director may appoint. COUNTY may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to CONTRACTOR of any such change.

EXHIBIT B**VI. CONTRACT DEPENDENT ON GOVERNMENT FUNDING**

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

VII. APPEAL PROCESS

In the event of a dispute or grievance regarding the terms and conditions of this Agreement, both parties shall abide by the following procedures:

A. CONTRACTOR shall first discuss the problem informally with the designated DSS Contact/Program Analyst. If the problem is not resolved, CONTRACTOR must, within fifteen (15) working days of the failed attempt to resolve the dispute with DSS Contact/Program Analyst, submit a written complaint, together with any evidence, to the DSS Branch Deputy Director. The complaint must include a description of the disputed issues, the legal authority/basis for each issue which supports CONTRACTOR's position, and the remedy sought. The Branch Deputy Director shall, within fifteen (15) working days after receipt of CONTRACTOR's written complaint, make a determination on the dispute, and issue a written decision and reasons therefore. All written communication shall be pursuant to Section 14. NOTICES of this Agreement. Should CONTRACTOR disagree with the decision of the Division Deputy Director, CONTRACTOR may appeal the decision to the Director of the Department of Social Services.

B. CONTRACTOR's appeal of the Branch Deputy Director's decision must be submitted to the Department Director within ten (10) working days from the date of the decision; be in writing, state the reasons why the decision is unacceptable, and include the original complaint, the decision that is the subject of appeal, and all supporting documents. Within twenty (20) working days from the date of CONTRACTOR'S appeal, the Department Director, or his/her designee, shall meet with CONTRACTOR to review the issues raised on appeal. The Department Director shall issue a final written decision within fifteen (15) working days of such meeting.

C. CONTRACTOR may appeal the final decision of the Department Director in accordance with the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5 commencing with Section 251, or Subchapter 3 commencing with Section 300, whichever is applicable, of the California Code of Regulations).

D. CONTRACTOR shall continue to carry out the obligations under this Agreement during any dispute.

E. Costs incurred by CONTRACTOR for administrative/court review are not reimbursable by COUNTY.

January 1, 2021 - June 30, 2021

Agency Name University Corporation at Monterey Bay

Expense Categories	CSUMB Homeless Engagement and Response Team	Total Budget
		\$0.00
Project Director	\$ 1,969.00	\$ 1,969.00
Program Manager	\$ 10,728.00	\$ 10,728.00
Team Leads (3 PT)	\$ 50,760.00	\$ 50,760.00
Peer Workers (5 PT)	\$ 57,948.00	\$ 57,948.00
Case Manager (2 PT)	\$ 45,240.00	\$ 45,240.00
Fringe Benefits	\$ 21,161.00	\$ 21,161.00
Mileage (*IRS compliant)	\$ 8,700.00	\$ 8,700.00
Supplies/PPE	\$ 10,224.00	\$ 10,224.00
Communications	\$ 1,800.00	\$ 1,800.00
Indirect	\$ 41,706.00	\$ 41,706.00
	\$ -	\$ -
	\$ -	\$ -
Program Total	\$ 250,236.00	\$ 250,236.00

Budget Narrative

Expense Category

Line Item narrative

Project Director	Supervising faculty: Maria Gurrola (1hr/week), \$75.72 per hour 26 hours
Program Manager	Program Coordinator: Jacqui Smith (10hrs/week), \$41 per hour 1317 hours
Team Leads (3 PT)	1 Staff Lead @ \$27 per hour at 754 hours, 2 Student Leads @ \$27 per hour at 563 hours each
Peer Workers (5 PT)	4 Peer Workers @ \$22 per hour at 754 hours, 2 Student Peer Workers @ \$27 per hour at 563 hours each
Case Manager (2 PT)	2 Part-Time Staff Case Managers @ \$30 per hour at 754 hours each
Fringe Benefits	Calculated at 65% for Program Coordinator and 9.1% for all other positions
Mileage (*IRS compliant)	\$0.58 per mile estimated for 15,000 miles
Supplies/PPE	PPE at \$500/month/team x 3 teams x 6 months, uniforms, thermometers, business cards, supplies
Communications	cellular service for internet connectivity in field
Indirect	University IRS negotiated off-campus rate 20%

Funding Source: Homeless Housing Assistance and Prevention Funds



University Corporation at Monterey Bay

100 Campus Center, Building 201, Suite 101
Seaside, CA 93955-8001

INVOICE

No

DATE

BILL TO

REMIT TO

Sponsor Line #1
Sponsor Line #2
Sponsor Line #3
Sponsor Line #4
Address
State, CA Zip

University Corporation at
Monterey Bay

Attention: Accounts Receivable

DESCRIPTION

Request for Reimbursement

Identifier #1
Identifier #2
Identifier #3
Identifier #4
Identifier #5
Identifier #6
Identifier #7

Cost Category	Budget	Current Expenses	Cumulative	Balance
Cost Category #1				
Cost Category #2				
Cost Category #3				
Cost Category #4				
Cost Category #5				
Cost Category #6				
Cost Category #7				
Cost Category #8				
Cost Category #9				
Cost Category #10				
TOTAL	\$ -	\$ -	\$ -	\$ -

TERMS	DUE DATE	Upon Receipt	TOTAL DUE	\$ -
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For questions concerning this invoice, please email _____ at _____

UNIVERSITY CORPORATION ACCOUNTING USE ONLY

DR	CR
AR Chartfield 1	Revenue Chartfield 1

2 CFR Part 200.415 Required certifications: Invoices or vouchers requesting payment under the agreements must include a certification, signed by an official who is authorized to legally bind the non-Federal entity, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

Signature _____ Martin Medina _____ Post Award Manager _____
Print Name _____ Title _____

EXHIBIT E**CHILD ABUSE & NEGLECT REPORTING
CERTIFICATION**

CONTRACTOR hereby acknowledges that this contract for services will bring CONTRACTOR in contact with children, and that CONTRACTOR has received from COUNTY a copy of Penal Code Sections 11165.7 and 11166 as required by the Child Abuse and Neglect Reporting Act (Penal Code Sections 11164, et seq). CONTRACTOR further certifies that it has knowledge of the provisions of the Act, and will comply with its provisions, which define a mandated reporter and requires that reports of child abuse or neglect be made by a mandated reporter whenever, in his or her professional capacity or within the scope of his or her employment, he/she has knowledge or observes a child whom he/she knows or reasonably suspects has been a victim of neglect or abuse.

CONTRACTOR further gives assurance that all of its employees, consultants, and agents performing services under this Agreement, who are mandated reporters under the Act, sign statements indicating that they know of, and will comply with, the Act's reporting requirements.

DocuSigned by:
Cynthia E Lopez
FAA7A19D66EF452...

 Authorized Signature

12/16/2020 | 3:26 PM PST

 Date

- ◆ 24-hour Bilingual Child Abuse Hotline 1-800-606-6618
- ◆ Mandated Child Abuse Reporter Training is available, at no cost, through the Child Abuse Prevention Council of Monterey County Please email CAPC@co.monterey.ca.us

EXHIBIT F**Health Insurance Portability & Accountability Act (HIPAA) Certification**

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as “the Administrative Simplification provisions,” direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 (the “HIPAA Privacy Rule”); and

WHEREAS, CONTRACTOR and COUNTY have entered into an Agreement (“the Agreement”) to which this Certification is an attachment whereby CONTRACTOR will provide certain services to COUNTY ; and

WHEREAS, CONTRACTOR may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under the underlying Agreement.

THEREFORE, in consideration of the Parties’ continuing obligations under the Agreement, compliance with the HIPAA Privacy Rule, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONTRACTOR agrees to the provisions of this Certification and of the HIPAA Privacy Rule and to protect the interests of COUNTY.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Privacy Rule. In the event of an inconsistency between the provisions of this Certification and mandatory provisions of the HIPAA Privacy Rule, as amended, the HIPAA Privacy Rule shall control. Where provisions of this Certification are different than those mandated in the HIPAA Privacy Rule, but are nonetheless permitted by the HIPAA Privacy Rule, the provisions of this Certification shall control.

The term “Protected Health Information” means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

CONTRACTOR acknowledges and agrees that all Protected Health Information that is created or received by COUNTY and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by COUNTY, or its operating units, to CONTRACTOR or is created or received by CONTRACTOR on COUNTY’s behalf shall be subject to this Certification.

EXHIBIT F**II. CONFIDENTIALITY REQUIREMENTS**

- (a) CONTRACTOR agrees:
- (i) to use or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom COUNTY is required to disclose such information, or as otherwise permitted under this Certification, or the underlying Agreement, (if consistent with this Certification and the HIPAA Privacy Rule), or the HIPAA Privacy Rule, and (3) as would be permitted by the HIPAA Privacy Rule if such use or disclosure were made by COUNTY; and
 - (ii) at termination of the Agreement, (or any similar documentation of the business relationship of the Parties), or upon request of COUNTY, whichever occurs first, if feasible CONTRACTOR will return or destroy all Protected Health Information received from or created or received by CONTRACTOR on behalf of COUNTY that CONTRACTOR still maintains in any form, and retain no copies of such information, or if such return or destruction is not feasible, CONTRACTOR will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible; and
 - (iii) to ensure that its agents, including a subcontractor(s), to whom it provides Protected Health Information received from or created by CONTRACTOR on behalf of COUNTY, agrees to the same restrictions and conditions that apply to CONTRACTOR with respect to such information. In addition, CONTRACTOR agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause CONTRACTOR to breach the terms of the Agreement.
- (b) Notwithstanding the prohibitions set forth in this Certification or the Agreement, CONTRACTOR may use and disclose Protected Health Information as follows:
- (i) if necessary, for the proper management and administration of CONTRACTOR or to carry out the legal responsibilities of CONTRACTOR, provided that as to any such disclosure, the following requirements are met:
 - (A) the disclosure is required by law; or
 - (B) CONTRACTOR obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law, or for the purpose for which it was disclosed to the person, and the person notifies CONTRACTOR of any instances of which it is aware in which the confidentiality of the information has been breached;
 - (ii) for data aggregation services, if to be provided by CONTRACTOR for the health care operations of COUNTY pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Certification and the Agreement, data aggregation services means the combining of Protected Health Information by CONTRACTOR with the protected health information received by CONTRACTOR in its capacity as CONTRACTOR of another COUNTY, to permit data analyses that relate to the health care operations of the respective covered entities.

EXHIBIT F

- (c) CONTRACTOR will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Certification. The Secretary of Health and Human Services shall have the right to audit CONTRACTOR's records and practices related to use and disclosure of Protected Health Information to ensure COUNTY's compliance with the terms of the HIPAA Privacy Rule. CONTRACTOR shall report to COUNTY any use or disclosure of Protected Health Information which is not in compliance with the terms of this Certification of which it becomes aware. In addition, CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of Protected Health Information by CONTRACTOR in violation of the requirements of this Certification or the Agreement.

III. AVAILABILITY OF PHI

CONTRACTOR agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Privacy Rule. CONTRACTOR agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule. In addition, CONTRACTOR agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.

IV. TERMINATION

Notwithstanding anything in this Certification or the Agreement to the contrary, COUNTY shall have the right to terminate the Agreement immediately if COUNTY determines that CONTRACTOR has violated any material term of this Certification and/or the Agreement. If COUNTY reasonably believes that CONTRACTOR will violate a material term of this Certification and/or the Agreement and, where practicable, COUNTY gives written notice to CONTRACTOR of such belief within a reasonable time after forming such belief, and CONTRACTOR fails to provide adequate written assurances to COUNTY that it will not breach the cited term of this Certification and/or the Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then COUNTY shall have the right to terminate the Agreement immediately.

V. MISCELLANEOUS

Except as expressly stated herein or the HIPAA Privacy Rule, the parties to the Agreement do not intend to create any rights in any third parties. The obligations of CONTRACTOR under this Section shall survive the expiration, termination, or cancellation of this Certification and/or the Agreement, and/or the business relationship of the parties, and shall continue to bind CONTRACTOR, its agents, employees, contractors, successors, and assigns as set forth herein.

The parties agree that, in the event that any documentation of the arrangement pursuant to which CONTRACTOR provides services to COUNTY contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Certification or the Agreement, the provisions of the more restrictive documentation will control. The provisions of this

EXHIBIT F

Certification and the Agreement are intended to establish the minimum requirements regarding CONTRACTOR's use and disclosure of Protected Health Information.

In the event that either party believes in good faith that any provision of this Certification and/or the Agreement fails to comply with the then current requirements of the HIPAA Privacy Rule, such party shall notify the other party in writing. For a period of up to thirty (30) days, the parties shall address in good faith such concern and amend the terms of this Certification and/or the Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Certification and/or the Agreement fails to comply with the HIPAA Privacy Rule, then either party has the right to terminate upon written notice to the other party.

CONTRACTOR: University Corporation at Monterey Bay

By:  DocuSigned by:
Cynthia E Lopez
FAA7A19D86EF452...

Title:

Date: 12/16/2020 | 3:26 PM PST

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

DocuSigned by:
Cynthia E Lopez
Signature FAA7A19D66EF452...

Title

University Corporation at Monterey Bay

Agency/Organization

Date 12/16/2020 | 3:26 PM PST

Page 1 of 1

Certification Regarding Lobbying
Agreement:

ELDER/DEPENDENT ADULT ABUSE & NEGLECT REPORTING CERTIFICATION

CONTRACTOR hereby acknowledges that this contract for services will bring CONTRACTOR in contact with dependent adults or elders, and that CONTRACTOR has received from COUNTY a copy of Welfare & Institutions Code Section 15659 as required by the Elder Abuse and Dependent Adult Civil Protection Act (Welfare & Institutions Code Sections 15600, et seq). CONTRACTOR certifies that it has knowledge of the provisions of the Act, and will comply with its provisions which define a mandated reporter, and requires that reports of abuse or neglect be made by a mandated reporter when, in his or her professional capacity, or within the scope of his or her employment, he/she observes or has knowledge of an incident that reasonably appears to be physical abuse, abandonment, isolation, financial abuse, or neglect.

Form SOC 341, Report of Suspected Dependent Adult/Elder Abuse, and General Instructions are available on the California Department of Social Services website: <http://www.dss.cahwnet.gov/cdssweb/entres/forms/English/SOC341.pdf>

CONTRACTOR further gives assurance that all of its employees, consultants, and agents performing services under this Agreement, who are mandated reporters under the Act, sign statements indicating that they know of and will comply with the Act's reporting requirements.

Form SOC 341A, Statement Acknowledging Requirement to Report Suspected Abuse of Dependent Adult and Elders, is available on the California Department of Social Services website: <http://www.dss.cahwnet.gov/cdssweb/entres/forms/English/SOC341A.pdf>

DocuSigned by:

Cynthia E Lopez

FAA7A19D06EF482...

Authorized Signature

12/16/2020 | 3:26 PM PST

Date

To Report Suspected Dependent Adult/Elder Abuse during regular business hours, call
1 (800) 510-2020

To Report Suspected Dependent Adult/Elder Abuse after hours, call **911**

Page 1 of 2

Elder/Dependent Adult Abuse & Neglect Reporting Certification

Agreement:

WELFARE AND INSTITUTIONS CODE
SECTION 15659

15659.

- (a) Any person who enters into employment on or after January 1, 1995, as a care custodian, health practitioner, or with an adult protective services agency or a local law enforcement agency, prior to commencing his or her employment and as a prerequisite to that employment shall sign a statement on a form, that shall be provided by the prospective employer, to the effect that he or she has knowledge of Section 15630 and will comply with its provisions. The signed statement shall be retained by the employer.
- (b) Agencies or facilities that employ persons required to make reports pursuant to Section 15630, who were employed prior to January 1, 1995, shall inform those persons of their responsibility to make reports by delivering to them a copy of the statement specified in subdivision (a).
- (c) The cost of printing, distribution, and filing of these statements shall be borne by the employer.
- (d) On and after January 1, 1995, when a person is issued a state license or certificate to engage in a profession or occupation the members of which are required to make a report pursuant to Section 15630, the state agency issuing the license or certificate shall send a statement substantially similar to the one contained in subdivision (a) to the person at the same time as it transmits the document indicating licensure or certification to the person.
- (e) As an alternative to the procedure required by subdivision (d), a state agency may cause the required statement to be printed on all application forms for a license or certificate printed on or after January 1, 1995.
- (f) The retention of statements required by subdivision (a), and the delivery of statements required by subdivision (b) shall be the full extent of the employer's duty pursuant to this section. The failure of any employee or other person associated with the employer to report abuse of elders or dependent adults pursuant to Section 15630 or otherwise meet the requirements of this chapter shall be the sole responsibility of that person. The employer or facility shall incur no civil or other liability for the failure of these persons to comply with the requirements of this chapter.

AUDIT & RECOVERY OF OVERPAYMENTS REQUIREMENTS

I. CPA Audit on Termination:

1.01 Audit Requirement

At the request of COUNTY, CONTRACTOR shall give to COUNTY an audit report(s) covering the contract period, prepared by an independent Certified Public Accountant. The purpose of the audit requirement is determining whether the reported costs are fair and reasonable and have been computed in accordance with generally accepted accounting principles, with the provisions of this Agreement, and with all applicable COUNTY requirements.

If CONTRACTOR expends a total of \$750,000 or more of federal funding per fiscal year, CONTRACTOR is required to submit an annual audit report(s) that was performed in compliance with the Uniform Guidance.

If CONTRACTOR expends less than \$750,000 in federal funding per fiscal year, then the COUNTY shall require an annual audit report(s) be performed in accordance with the Generally Accepted Auditing Standards (GAAS).

1.02 Audit Submission /Fiscal Year-end

CONTRACTOR shall provide COUNTY with the audit report(s), required herein no later than six (6) months after the close of CONTRACTOR's Fiscal Year, except when CONTRACTOR has expended \$750,000 in federal funding and the Uniform Guidance allows a nine (9) month deadline. In the case where providing the required audit within the specified time period represents an unreasonable hardship, CONTRACTOR shall alert COUNTY and request an extension. Additional documentation may be requested by COUNTY to grant the extension.

1.03 Audit Format

CONTRACTOR may submit to COUNTY one of the following in satisfaction of this Audit requirement:

- 1) If CONTRACTOR expends a total of \$750,000 or more of federal funding per fiscal year, CONTRACTOR is required to submit an annual audit report(s) that was performed in compliance with the Uniform Guidance.

-OR-

- 2) If CONTRACTOR expends less than \$750,000 in federal funding per fiscal year, then the COUNTY shall require an annual audit report(s) be performed in accordance with the Generally Accepted Auditing Standards (GAAS).

-OR-

- 3) Additionally, at the discretion of the CONTRACTOR, a program specific audit report(s) may be submitted in accordance with the Uniform Guidance.

All Audits must include the following information within their audit:

- a) A separate schedule listing programs and funding, see recommended format, **Exhibit G-1**.

- b) All Management Letters received by the CONTRACTOR relating to the performed audit, shall be submitted in conjunction with the annual audit report(s) to the COUNTY.

1.04 Payment for Audit

CONTRACTOR shall bear all costs in connection with, or resulting from, any audit and/or inspections including, but not limited to, actual cost incurred and the payment/repayment of any expenditures disallowed by COUNTY, State or Federal government entities, including any assessed interest and penalties.

If CONTRACTOR is exempt from federal audit procedures under UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (Uniform Guidance), then payment for this audit shall be made by CONTRACTOR with resources other than grant funds, or those used for matching purposes. If CONTRACTOR is not exempt from federal audit procedures under the UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (Uniform Guidance), the cost of audits made in accordance with the provisions of this part are allowable charges to Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with the provisions of applicable Uniform Guidance cost principles, other applicable cost principles or regulations.

II. Contractor Records

Funds provided by COUNTY shall be accounted for separately in CONTRACTOR's books and records. CONTRACTOR shall keep a systematic accounting record of the receipt and disbursement of COUNTY funds. CONTRACTOR shall permit COUNTY to audit, examine and to copy excerpts and transcripts from such records and to conduct audits or reviews of all records including, but not limited to, invoices, materials, personnel records, bank account records, business records, billing statements, payroll records, business expense records, and all other data related to matters covered by this Agreement. CONTRACTOR shall maintain such data and records in an accessible location and condition for a period of at least four (4) years from the close of this Agreement term, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any Federal agency providing funds for this Agreement shall have the same rights conferred upon COUNTY herein. CONTRACTOR shall keep records that are sufficient to permit the tracing of funds to a level of expenditure adequate to ensure that the funds have not been unlawfully spent. CONTRACTOR's records shall describe and support the use of funds for the agreed upon project or services outlined in this Agreement.

III. Recovery of Overpayments: If any audit shows that COUNTY has paid to CONTRACTOR any amount in excess of properly allowable costs, then CONTRACTOR shall reimburse COUNTY for that amount, either by a cash payment made within thirty (30) days after COUNTY notifies CONTRACTOR of the overpayment, or by an offset made by COUNTY against any payments owed by COUNTY to CONTRACTOR under this or any other contract.

DocuSigned by:
Cynthia E Lopez
FAA7A19D66EF452
 (signature of authorized representative)

12/16/2020 | 3:26 PM PST
 (date)

EXHIBIT J**Modifications to Standard Agreement**

8.0 INDEMNIFICATION has been deleted and replaced with the following:

8.01 MUTUAL INDEMNIFICATION

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

B. County shall indemnify, defend, and hold harmless CONTRACTOR, the State of California, the Trustees of the California State University, California State University Monterey Bay, and their Board of Directors, officers, agents, employees, or sub-contractors from any claim, liability, loss, injury, or damage arising out of, or in connection with, the performance of this Agreement by County and/or its officers, agents, employees, representatives, volunteers, or sub-contractors, excepting only loss, injury, or damage caused by the negligence or willful misconduct of CONTRACTOR and/or its officers, agents, employees, or sub-contractors. County shall reimburse CONTRACTOR for all costs, attorney's fees, expenses, and liabilities incurred with respect to any litigation in which County is obligated to indemnify, defend, and holdless CONTRATOR under this Agreement.



HOMELESS HOUSING, ASSISTANCE AND PREVENTION PROGRAM (HHAP)

HHAP Funding Expenditure Plan - BUDGET MODIFICATION #1

	FY20/21	FY21/22	FY22/23	FY23/24	FY24/25	TOTAL	ORIGINAL TOTAL	BUDGET REV	NEW TOTAL
Rental Assistance /Rapid Rehousing						\$0.00	\$ 1,690,962.09	\$ (1,690,962.09)	\$ -
Operating Subsidies and Reserves						\$0.00		\$ -	\$ -
Landlord Incentives						\$0.00	\$ 132,106.41	\$ (132,106.41)	\$ -
Outreach and Coordination (including employment)	\$498,361.00					\$498,361.00		\$ 498,361.00	\$ 498,361.00
Systems Support to Create Regional Partnerships						\$0.00		\$ -	\$ -
Delivery of Permanent Housing						\$0.00		\$ -	\$ -
Prevention and Shelter Diversion to Permanent Housing						\$0.00		\$ -	\$ -
New Navigation Centers and Emergency Shelters	\$400,000.00	\$442,448.02				\$842,448.02	\$ 290,634.11	\$ 551,813.91	\$ 842,448.02
Innovative Solutions (Project Homekey)		\$150,000.00	\$220,000.00	\$300,000.00	\$130,000.00	\$800,000.00		\$ 800,000.00	\$ 800,000.00
Strategic Homelessness Planning (up to 5%)		\$26,250.00	\$26,250.00	\$26,250.00	\$26,250.00	\$105,000.00	\$ 132,106.41	\$ (27,106.41)	\$ 105,000.00
Infrastructure Development CES or HMIS (up to 5%)						\$0.00		\$ -	\$ -
Youth Set-Aside (no less that 8%)	\$60,000.00	\$37,842.57	\$37,842.57	\$37,842.56	\$37,842.56	\$211,370.26	\$ 211,370.26	\$ -	\$ 211,370.26
Administrative (up to 7%)		\$46,238.00	\$46,237.00	\$46,237.00	\$46,237.00	\$184,949.00	\$ 184,948.98	\$ -	\$ 184,948.98
TOTAL FUNDING ALLOCATION						\$2,642,128.28	\$ 2,642,128.26	\$ 0.00	\$ 2,642,128.26



Monterey County

Item No.28

Board Report

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

Legistar File Number: 20-1044

January 05, 2021

Introduced: 12/7/2020

Current Status: Criminal Justice - Consent

Version: 1

Matter Type: General Agenda Item

- a. Approve and authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to sign Amendment 1 with TracNet, Incorporated for a comprehensive software management system, that serves several Sheriff's Office divisions and other county and external partners, for \$541,823.00 for a new not to exceed total of \$1,321,839.00 and extend the term of the agreement two (2) years and four (4) months with a new end date of June 30, 2023 (2/23/2018 to 6/30/2023).
- b. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute up to two (2) additional one (1) year amendments to the contract, provided the amendments do not significantly change the scope of services and each amendment does not add more than \$350,000.00 per amendment.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Approve and authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to sign Amendment 1 with TracNet, Incorporated for a comprehensive software management system, that serves several Sheriff's Office divisions and other county and external partners, for \$541,823.00 for a new not to exceed total of \$1,321,839.00 and extend the term of the agreement two (2) years and four (4) months with a new end date of June 30, 2023 (2/23/2018 to 6/30/2023); and
- b. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute up to two (2) additional one (1) year amendments to the contract, provided the amendments do not significantly change the scope of services and each amendment does not add more than \$350,000.00 per amendment.

SUMMARY/DISCUSSION:

The Monterey County Sheriff's Office utilizes the TracNet platform and shares usage of the system with a countywide network of law enforcement partners and internal county departments.

The TracNet system is utilized within the Adult Correction Facility as a jail management piece of software, which tracks inmates' locations within the facility, records their court sentencing and length of sentence, logs educational data, and many other data elements critical to effective corrections management. TracNet has interfaces and works in conjunction with the inmate telephone and tablet system and the commissary system.

The system contains additional component pieces that are used by the Sheriff's Records, Warrants, Accounting, and Investigation departments and is used within our mobile patrol units as well. The

District Attorney, Child Support, Revenue, Probation, Social Services, and Public Defender's Office use specific pieces of the system in conjunction with their respective workloads and have purchased licenses for access.

OTHER AGENCY INVOLVEMENT:

County Counsel, Auditor-Controller have reviewed and approved this Agreement as to legal form, fiscal provisions, and insurance requirements, respectively.

FINANCING:

The FY 2021 portion of this contract was included in the FY 2020-21 approved budget. There is no impact in General Fund Contribution resulting from this Board action.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This contract meets the Board's strategic initiative for Administration by:

"Promoting an organization that practices efficient and effective resource management"

Mark a check to the related Board of Supervisors Strategic Initiatives:

Economic Development
☒ Administration
Health & Human Services
Infrastructure
Public Safety

Prepared by: Arthur Curtright, Management Analyst II, Extension #3708

Approved by: Steve Bernal, Sheriff/Coroner, Extension #3750

Attachments: Attachment A TracNet Exhibit E-1

Attachment B TracNet Amendment #1 to Agreement A-13561

Attachment C TracNet Board Order and Agreement



Monterey County

Item No.

Board Report

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

Legistar File Number: 20-1044

January 05, 2021

Introduced: 12/7/2020

Current Status: Agenda Ready

Version: 1

Matter Type: General Agenda Item

- a. Approve and authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to sign Amendment 1 with TracNet, Incorporated for a comprehensive software management system, that serves several Sheriff's Office divisions and other county and external partners, for \$541,823.00 for a new not to exceed total of \$1,321,839.00 and extend the term of the agreement two (2) years and four (4) months with a new end date of June 30, 2023 (2/23/2018 to 6/30/2023).
- b. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute up to two (2) additional one (1) year amendments to the contract, provided the amendments do not significantly change the scope of services and each amendment does not add more than \$350,000.00 per amendment.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Approve and authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to sign Amendment 1 with TracNet, Incorporated for a comprehensive software management system, that serves several Sheriff's Office divisions and other county and external partners, for \$541,823.00 for a new not to exceed total of \$1,321,839.00 and extend the term of the agreement two (2) years and four (4) months with a new end date of June 30, 2023 (2/23/2018 to 6/30/2023); and
- b. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute up to two (2) additional one (1) year amendments to the contract, provided the amendments do not significantly change the scope of services and each amendment does not add more than \$350,000.00 per amendment.

SUMMARY/DISCUSSION:

The Monterey County Sheriff's Office utilizes the TracNet platform and shares usage of the system with a countywide network of law enforcement partners and internal county departments.

The TracNet system is utilized within the Adult Correction Facility as a jail management piece of software, which tracks inmates' locations within the facility, records their court sentencing and length of sentence, logs educational data, and many other data elements critical to effective corrections management. TracNet has interfaces and works in conjunction with the inmate telephone and tablet system and the commissary system.

The system contains additional component pieces that are used by the Sheriff's Records, Warrants,

Accounting, and Investigation departments and is used within our mobile patrol units as well. The District Attorney, Child Support, Revenue, Probation, Social Services, and Public Defender's Office use specific pieces of the system in conjunction with their respective workloads and have purchased licenses for access.

OTHER AGENCY INVOLVEMENT:

County Counsel, Auditor-Controller have reviewed and approved this Agreement as to legal form, fiscal provisions, and insurance requirements, respectively.

FINANCING:

The FY 2021 portion of this contract was included in the FY 2020-21 approved budget. There is no impact in General Fund Contribution resulting from this Board action.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:


This contract meets the Board's strategic initiative for Administration by:

"Promoting an organization that practices efficient and effective resource management"

Mark a check to the related Board of Supervisors Strategic Initiatives:

Economic Development
☒ Administration
Health & Human Services
Infrastructure
Public Safety

Prepared by: Arthur Curtright, Management Analyst II, Extension #3708

Approved by: Steve Bernal, Sheriff/Coroner, Extension #3750 

Attachments: Attachment A TracNet Exhibit E-1

Attachment B TracNet Amendment #1 to Agreement A-13561

Attachment C TracNet Board Order and Agreement



Monterey County Board of Supervisors

Board Order

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

Agreement No.: A-13561

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

- a. Approved and authorized the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to sign a non-conforming software agreement with TracNet, Incorporated for a comprehensive software management system that serves several Sheriff's Office divisions and other county and external partners, at an estimated cost of \$269,623 for FY 2018-19, \$274,799 for FY 2019-20; and \$235,594 for FY 2020-21, for a three-year cumulative total of \$780,016; and
- b. Authorized the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute up to three (3) additional amendments to the contract, provided the amendments do not significantly change the scope of services and do not exceed ten percent (10%) (\$78,002.00) of the original contract amount for a total, not to exceed three-year contract amount of \$858,018.00.

PASSED AND ADOPTED on this 13th day of February 2018, by the following vote, to wit:

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

NOES: None

ABSENT: None

I, Nicholas E. Chiulos, Acting Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 80 for the meeting February 13, 2018.

Dated: February 22, 2018
File ID: 18-087

Nicholas E. Chiulos, Acting Clerk of the Board of Supervisors
County of Monterey, State of California

By Denise Hancock
Deputy

EXHIBIT-A

EXHIBIT-A

To Agreement by and between
Monterey County Sheriff's Office, hereinafter referred to as "County"
AND
TracNet Incorporated, hereinafter referred to as "CONTRACTOR"

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

- A.1** CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

Provide Software and Software Maintenance for the County and its internal and external partners, under the terms and conditions as outlined in Exhibits B, B-Addendum, C, D, E and F.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$780,016 over three years for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

All reimbursement is based on numbers of licenses purchased by the Sheriff's Office and its internal and external partners, and the method chosen to purchase these licenses, which affects the annual cost of software maintenance. The table below depicts the next three years of costs for this portion of the contract, based on present license counts:

	FY 2018-19	FY 2019-20	FY 2020-21
Software Maintenance-Sheriff	168,265.23	172,471.75	176,773.43
Software Maintenance-Others	38,757.96	39,726.80	40,720.09
Software Purchase-Sheriff	12,600.00	12,600.00	12,600.00
Software Purchase- Others	25,000.00	25,000.00	500.00
Allowance- Addit. Purchases	5,000.00	5,000.00	5,000.00
	\$249,623.19	\$254,798.55	\$235,593.52

TracNet Corporation
Term: 02/27/2018 to 02/26/2021
Amount: \$780,016.00

EXHIBIT-A

Programming allowance: \$40,000 one-time allowance.

After five years of working with the system, the County has identified Warrants/Records and Photo Capture as two areas that could use further refinement. This allowance will be used to plan and design workflow process improvements for these areas. All work must be fully scoped and have a price quote and deliverables listed prior to any design/programming work beginning. All programming requests must come from the County's Information Technology Manager, Jennifer Claudel.

ALL TAXABLE ITEMS SHOULD BE CLEARLY IDENTIFIED. It is preferable to state the tax rate applied in parenthesis and all taxes should be listed as a separate line item.

There shall be no travel reimbursement allowed during this Agreement.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

B.2 CONTRACTORS BILLING PROCEDURES

Invoicing shall occur once a year for license renewals and current license payments and upon sale for any new license and its subsequent support during the fiscal year. It is preferable to submit invoices and statements electronically to the County's invoice tracking system at:

MCSOSheriff.Fiscal@co.monterey.ca.us

If CONTRACTOR lacks the ability to use this system, hard copy invoices will be accepted via mail addressed to the following location:

Monterey County Sheriff/Coroner's Office
Attention: Fiscal Unit Accounts Payable
1414 Natividad Road
Salinas, CA 93906

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

TracNet Corporation
Term: 02/27/2018 to 02/26/2021
Amount: \$780,016.00

EXHIBIT-A

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.

TracNet Corporation
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Amount: \$780,016.00

**EXHIBIT B TO AGREEMENT BETWEEN MONTEREY COUNTY SHERIFF'S
OFFICE, HEREINAFTER "COUNTY" AND TRACNET CORPORTION,
HEREINAFTER "TRACNET"**

Software Maintenance Service Plan

This agreement specifies the services and software upgrades included in the TRACNET subscription service for the "For the Office" and "Jail Management System" software in object code (machine readable form). TRACNET agrees to provide such services to County in consideration of payment of the annual fee set forth below. The annual fee is payable in an annual lump sum upon execution of this agreement. Services not explicitly included in this agreement, including system training, may be available at additional cost to County on TRACNET'S standard terms.

1. MAINTENANCE OBLIGATION

TRACNET'S obligation is to provide the services described below as necessary to cause the Licensed Software system to perform in accordance with the designed functions in effect at the time of delivery to County of Licensed Software and includes providing County with such improvements or changes to the Licensed Software system as TRACNET determines to be suitable for Licensed Software.

2. SERVICES

2.1. Telephone Support

All service provided hereunder shall be via telephone. Emergency support is available by telephone 24 hours per day, seven days per week. "Emergency Service" is intended to mean only circumstances under which entry or inquiry of information cannot be handled through the computer system running Licensed software. Non-emergency support and support via modem will be provided from 8:00 AM to 5:00 PM Pacific Standard time on normal TRACNET business days.

2.2. Designated Contacts

Customer service support services shall be restricted to three County representatives who have successfully completed the Licensed Software training and have been so recognized by TRACNET Customer Service Department.

2.3. General Service

Telephone support in responding to requests for guidance in the proper use of the features and functions which are then standard and support via modem as applicable to existing circumstances. The restoration of the Licensed Software by means of removable media and or by modem connection is also included.

TRACNET shall not be held responsible for damaged or lost data resulting from hardware or software dysfunction or the loss of any data in the attempt to reasonable efforts to recover data damaged by hardware or software dysfunction, however, TRACNET makes no guarantee or representation as to such recovery. County is advised to minimize exposure to lost data by following accepted system copy practices recommended in the training program.

2.4. Software Errors

County understands that there can be no guarantee that a software program will function without error. If Licensed Software should be found not to function in accordance with its designed functions, TRACNET will use its reasonable effort to provide a correction and will include any such correction in the next revision

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HEREINAFTER "TRACNET"**

Software Maintenance Service Plan

of Licensed Software offered. In some cases, the solution to an identified program flaw may require the user of the system to work around the flaw by modifying procedures so as not to cause undesirable system responses. Revisions to procedures offered in instructional literature may also be made in order to avoid undesirable system responses.

2.5. Upgrades

This service entitles the County, at no additional charge, to Licensed Software upgrades if TRACNET makes any upgrade function licensed to County by TRACNET. It does not include the addition of functions or components not originally or subsequently licensed. Documentation for instruction in the use and application of the upgrade, if available, is also included. Instructional aid in the application and use of upgrades by telephone is available to County Contact(s) named below.

2.6. Charges for Media

TRACNET reserves the right to charge a reasonable amount for removable media delivered hereunder whenever an exchange of media is not feasible.

2.7. Hardware Service Not Covered; Certain Required Hardware

This subscription service agreement is for TRACNET software only. It does not include hardware service, operating system software or other third party software support, all of which County should obtain from a vendor qualified to support the computer(s) operating the Licensed Software program.

3. COUNTY OBLIGATIONS

3.1. County will designate contact(s) to coordinate all of County's service requirements and will identify such person(s) below or promptly notify TRACNET of the identity and telephone number of such person(s).

3.2. County will provide VPN communication to the agency's network to allow TRACNET to make remote service available

4. INDEMNIFICATION

COUNTY shall defend, indemnify and hold TRACNET and its officers, agents and employees harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorney fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the services provided under this agreement, regardless of the existence or degree of fault or negligence on the part of TRACNET, officers, subcontractor(s) and employee(s) of any of these, except for the active negligence of the TRACNET Corporation, its officers and employees. This indemnification will survive the termination of this agreement.

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**EXHIBIT B TO AGREEMENT BETWEEN MONTEREY COUNTY SHERIFF'S
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HEREINAFTER "TRACNET"**

Software Maintenance Service Plan

TRACNET 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 TRACNET'S performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. TRACNET'S performance" includes TRACNET'S action or inaction and the action or inaction of TRACNET officers, employees, agents and subcontractors.

In no event will TRACNET be liable for any special, indirect or consequential damages or any damages whatsoever resulting from loss of use, data or profits, whether in an action of contract, negligence, or other tort action arising out of or in connection with the this Maintenance Service Plan. In no case shall TRACNET'S liability under this agreement exceed the cost of six (6) months payments of the Maintenance Service Plan.

5. TERM

This Maintenance Service Plan shall commence the day following the expiration of the (30) day warranty period as defined in Section 7 of the Software License Agreement, and have a term of one year from the Commencement Date. The agreement may be renewed on or before the 30th day prior to the end of the term by payment (subject to acceptance by TRACNET) of TRACNET's then current Annual Fee. Either TRACNET or County may terminate this Agreement for any reason or without cause upon sixty (60) days prior written notice. If TRACNET terminates this Agreement, it shall remit to County the remaining balance, if any, of the Annual Fee. Such termination shall be without prejudice to any other remedies the terminating party may have.

6. LIMITATION ON TRACNET OBLIGATIONS

Any modification of Licensed Software or any failure of County to implement any improvement upgrade, revision or other changes to Licensed Software supplied by TRACNET shall void the obligation of TRACNET under this Agreement unless County has obtained prior written authorization from TRACNET permitting such modification or failure to implement. The maintenance service provided for in the Agreement does not extend to assistance required because of failure of County to maintain the hardware system in proper order or from natural disasters, unusual shock or electrical damage. In no event shall TRACNET be liable for any incidental or consequential damages. EXCEPT AS STATED HEREIN THERE ARE NO EXPRESS OR IMPLIED WARRANTIES RESPECTING THIS AGREEMENT. Nothing contained in this Agreement gives the County any rights with respect to new or different computer programs published or marketed by TRACNET.

7. MISCELLANEOUS

TracNet Corporation EXHIBIT B
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**EXHIBIT B TO AGREEMENT BETWEEN MONTEREY COUNTY SHERIFF'S
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HEREINAFTER "TRACNET"**

Software Maintenance Service Plan

- 7.1. Any Notices provided for under this Agreement shall be given by hand delivery or first-class mail, registered or certified to the addresses set forth below.
- 7.2. This Agreement supersedes all prior agreements, negotiations, communications, and understanding of whatever types, whether written or oral, and constitutes the entire agreements between parties on the subject of this Agreement. This Agreement may be altered or amended only in writing signed by both parties.
- 7.3. This Agreement may not be assigned in whole or in part without the consent of both parties, except in the events of a merger, acquisition, sale of substantially all assets or similar transaction.
- 7.4. This Agreement shall be governed and construed in accordance with the laws of the State of California as that law is construed and applied between residents of that State.

8. COST OF SOFTWARE MAINTENANCE PER LICENSE

Annual Software maintenance fees are due for every license. A 2.50% Cost of living adjustment shall be applied annually, and is reflected in the license costs below. The cost of software maintenance is based on the year in which software is in use. Price of purchase of any new license is detailed in the attached Addendum. Fees below are IN ADDITION to annual time payments for licenses purchased on the six-year plan.

	Per License Maintenance cost for those paying paying in full at time of license purchase	Per License Maintenance cost for those paying over six years for license purchase
FY 2015-16	\$100.00	\$250.00
FY 2016-17	\$102.50	\$256.25
FY 2017-18	\$105.06	\$262.66
FY 2018-19	\$107.69	\$269.22
FY 2019-20	\$110.38	\$275.95
FY 2020-21	\$113.14	\$282.85

TracNet Corporation EXHIBIT B
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**EXHIBIT B TO AGREEMENT BETWEEN MONTEREY COUNTY SHERIFF'S
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HEREINAFTER "TRACNET"**

Software Maintenance Service Plan

SIGNATURE PAGE


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

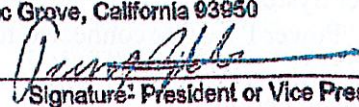
County of Monterey

TRACNET

TRACNET Corporation

1277 Adobe Lane
Pacific Grove, California 93950

By: 
Contracts/Purchasing Officer

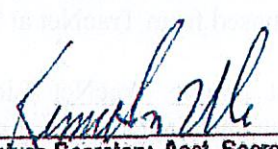
By: 
Signature: President or Vice President

Date: 2-23-18

Date: 1/18/2018

Approved as to Form

By: _____
County Counsel
or

By: 
Signature: Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer

Date: _____

Date: 1/18/2018

Approved as to Fiscal Provisions

By: 
Auditor-Controller

Date: 2-2-18

Approved as to Liability Provisions

By: _____
Risk Management

Date: _____

TracNet Inc. **EXHIBIT B**
Term: 02/27/2018 to 02/26/2021
Amount: \$780,016.00

Attachment A to Exhibit B- Software Product License Agreement

Monterey County Sheriff's Office, hereinafter "County" and TracNet Corporation, hereinafter "TracNet"

Attachment A to Exhibit B

The rights and obligations of the parties to this License agreement are governed by the terms of the Software Product License Agreement.

1. Licensed Program Name:
 - TracNet Records Management System
 - TracNet Jail Management System
 - Regional Warrant System
 - California Law Enforcement Telecommunications Switch (CLETS)
 - Regional Data
 - Coplink Regional Data Feed
2. Computer System
 - IBM "Power I" server connected to existing County Networks and devices.
3. Maintenance Period:
 - Commencing on the date and at the price stipulated in the terms and conditions of the Maintenance Service Plan for the Licensed Program. Additional services may be purchased from TracNet at TracNet's then prevailing service rates.
4. The cost of the TracNet License for the Record Management System, Jail Management System, Warrant Repository and CLETS switch and TracNet Services which included the cost of the TracNet supplied server and software, installation, agency customization, and training and conversion of agreed upon data into the TracNet System and migrating agreed upon files from the existing server to the "Power I" server was \$965,000.00. This amount has been paid.

Additional features, services and components and the associated prices are listed in the options sections of the pricing page.

Payment Terms: Payable upon receipt of invoice - Net 30 days.

TracNet Designated Contact Person:

Name: Kenneth M. Rolle
Title: Vice President
Address: 1277 Adobe Lane
Pacific Grove, CA 95060
Telephone: (831) 643-9943

TracNet Corporation
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Attachment A to Exhibit B- Software Product License Agreement

**Monterey County Sheriff's Office, hereinafter "County" and
TracNet Corporation, hereinafter "TracNet"**

Sheriff's Office Designated Contact Person:

Name: Jennifer Claudell
Title: MCSO IT Manager
Address: 1414 Natividad Road
Salinas, CA 93906
Telephone: (831) 755-3710

TracNet Provided Software

Base Records Management System server software
Base Jail Management System server software
Base Warrant Repository server software
Base CLETS switch server software
Client Records Management System (RMS) software
Client Jail Management System (JMS) Software
Client Warrant Repository Software
Electronic Citation and Registry System (E-CARS)/Department of Justice (DOJ)
Reporting integration software
Regional Data Sharing in County Shared Data
Coplink Feed from Regional Server located in Carmel, CA

TracNet Provided Services

Server Operating System (O/S) and Application Software Installation and
Configuration
Telephone support

TracNet Supplied Equipment

Server

Server Hardware
IBM "Power I"
Ethernet Local Area Network (LAN) Support
Redundant Array of Independent Disks (RAID) or Mirroring
Modem
Internal Tape and CD
Communication Line
Server Software
Operating System
Required Application Development Programs

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Attachment A to Exhibit B- Software Product License Agreement

**Monterey County Sheriff's Office, hereinafter "County" and
TracNet Corporation, hereinafter "TracNet"**

Base RMS Includes

- Citation
- Parking Citation
- Multiple FI entry
- Business Responsible
- Pawned Property
- Licensing of bikes\guns\taxis\vehicles
- Registrant
- Crime Case including
 - Case Solvability
 - Case Management
 - Crime analysis
 - Line Ups
 - Case to Court Tracking
 - 293 Penal Code (PC) compliant printing
 - 964(b)PC compliant printing
 - Notify unapproved case printing
 - Integrated Images\ Audio Attachment \ Scanned Documents

Base Jail Management Includes

- Booking
- Interactive Graphical Inmate Current Location and Movement Screen
- Graphical Drop and Drag Movements
- User defined Alarms for inmates, status's and cell checks
- Figure Time Program
- Automatic Release Scheduled Events
- Manual or Automatic Property Box Assignment
- Recommended Classification
- Flexible Cell Assignment
- Visitor queue and tracking
- Inmate notes and events linked to inmate record
- Temporary Release, Weekender, Electronic Surveillance monitoring
- Schedule Event creation
- Data Sharing Options

Attachment A to Exhibit B- Software Product License Agreement

Monterey County Sheriff's Office, hereinafter "County" and
TracNet Corporation, hereinafter "TracNet"

Warrant Repository

- TracNet Warrant Repository database
 - Modified and enhanced from existing TracNet Warrant System
 - Database functionality and elements similar to existing in-house system
 - Data converted from in-house system to new system

CLETS

- TracNet CLETS Switch
 - Utilize existing County provided line to DOJ
 - Provide CLETS application to existing hardwired workstations on County Network
 - Provide access for Computer Assisted Drafting (CAD) interface
 - Provide port for Mobile interface

TracNet Software Licenses Supplied

Application Base Count of Licenses when Purchased

<i>License</i>	<i>Quantity</i>
Base Records Management System server software	1
Base Jail Management System server software	1
Base Warrant Repository server software	1
Base CLETS switch server software	1
Client Records Management System software	75
Client Jail Management software	200
Client Warrant Repository software	25
Client CLETS Access	200
E-CARS/DOJ Reporting integration software	1
Regional Data Sharing	1
Coplink Feed	1

Regional Data Sharing

TracNet provides the regional data sharing software and configuration under this agreement. County provides a data communications line and any costs associated

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Attachment A to Exhibit B- Software Product License Agreement

Monterey County Sheriff's Office, hereinafter "County" and TracNet Corporation, hereinafter "TracNet"

with the movement of the data from agency to agency. County has secured the utilization of the County data network for Monterey County Sheriff's Office (MCSO) data. The County has agreed to be one of the contributing agencies in the "Memorandum of Understanding" between the TracNet law enforcement agencies sharing data. This memorandum was signed by all participating law enforcement agency Department Heads (Chief's and/or Sheriff) and instructs TracNet to enable sharing of "Police Records information" contained in the TracNet system.

CopLink Data Feed

TracNet provides the Coplink Regional Data Feed software application in this agreement. The County has obtained approval from Coplink to include MCSO's data in the Monterey County data feed to Coplink located in the Carmel Police Department in Monterey County.

Department of Justice (DOJ) E-CARS

TracNet provides the application software to create the file for electronic transfer of data from the RMS into the DOJ E-CARS system for transmission to the State of California Department of Justice for both UCR and MACR reporting. County provides the communication and PC for the electronic submission of the data.

Victim Information and Notification Everyday (VINES) Feed

TracNet provides a VINES interface which is currently in use with the VINES system to provide a file that VINES interfaces obtain data from, for the VINES program.

Social Security Administration (SSA) electronic reporting

TracNet provides the Social Security Administration electronic reporting file for use by the Jail System for interfacing with the Social Security Administration.

Commissary Interface

TracNet provides a Commissary Interface file which provides a file with specified jail data similar to what is currently being provided from the JMS system to the commissary program.

Inmate Telephone System Interface

TracNet provides an Inmate Telephone Interface file which provides a file with

Attachment A to Exhibit B- Software Product License Agreement**Monterey County Sheriff's Office, hereinafter "County" and
TracNet Corporation, hereinafter "TracNet"**

specified jail data similar to what is currently being provided from the JMS system to the commissary program.

City of Salinas TriTech to CLETS interface

This interface was created in 2017 to allow City of Salinas to have a TriTech interface to the TracNet CLETS Message Switch for access into CLETS. The TracNet connection is a pass through from TriTech to DOJ for processing both inquiry and updating of CLETS data for Salinas. Separate fees apply and are paid by City of Salinas annually.

CLETS Switch, Interfaces and integration into Warrant Repository

The CLETS switch with an interface into the existing Mobile and CAD system and integration into the Warrant Repository is covered under this agreement. County has obtained approval from DOJ and CLETS Advisory Committee for utilizing the DOJ Transmission Control Protocol (TCP)/Internet Protocol (IP) Version 2.0 interface and specific County CLETS system design/deployment approval.

Data Archive

TracNet migrated the County's data (245 files) currently housed on the County "Z" server to the "Power i" server. This data is housed in the relational data base with field names. This data is accessible by a Query tool for the database and is for historical data lookup only. The data is the raw data currently housed on the "Z" machine.

Data Conversion

TracNet converted and migrated the agreed upon data into the TracNet system. Any data agreed to be converted is contained in the archived data identified by County as the files to be archived. TracNet extracted the agreed upon data and imported it into the TracNet system.

TracNet On-Going Maintenance Service

TracNet maintains the TracNet application software system as specified under the terms and conditions contained in the TracNet Maintenance Service Plan (MSP) agreement. The cost of the TracNet Maintenance Service Plan is payable July 1st of each year and billed annually in advance. The MSP contract is billed separately (at the rate stipulated in the proposal) from the proposed base system.

Attachment A to Exhibit B- Software Product License Agreement

**Monterey County Sheriff's Office, hereinafter "County" and
TracNet Corporation, hereinafter "TracNet"**

Training and Training Materials

Training is available via Telephone support and as arranged by IT manager and TracNet personnel.

Optional and Additional TracNet Software License Cost

Additional licenses in excess of the number of supplied licenses and optional feature costs are listed below:

<u>Application License</u>	<u>Additional License Cost</u>
Client Office Records Management software	\$1,500
Client Jail Management software	\$1,500
Client Mobile Records Management software	\$1,500

Licenses above this line are available, if approved by County(MCSO), for purchase under the Alternative Purchase Method below.

Client CLETS Program	\$ 500
Client Warrant Repository software	\$1,000
LiveScan Interface per LiveScan(fingerprinting) machine	\$5,000
Dataworks Photo Imaging Integration	\$5,000
Regional Jail Inmate Status (Only 1 license required)	\$15,000
Additional "Z" to "Power i" file migrations	\$150 per file

All licenses must be paid for prior to installation. If Department/Agency chooses the alternative purchase method, Departments will be charged for their fee directly by County (MCSO). External Agencies will be billed annually for Alternative Purchase licenses, and must pay a full year at a time. No proration for partial year's use is available.

Alternative Purchase Method for Licenses

MCSO is the contracting agent for TracNet services for County and any request for additional license purchase must be made through the MCSO Information Technology Department. Departments and external agencies requesting additional licenses will be required to fill out a MCSO form that carries additional terms not covered within this agreement.

Attachment A to Exhibit B- Software Product License Agreement

Monterey County Sheriff's Office, hereinafter "County" and TracNet Corporation, hereinafter "TracNet"

Licenses purchased under the Alternative Purchase Method have higher Annual Software Maintenance Costs.

Alternative Purchase pricing is as follows:

Any \$1,500 license: \$250.00 up front, five (5) additional annual payments of \$250.00 due, for a total of \$1,500 paid over six (6) years.

MCSO, any \$1500 license: \$150.00 up front, nine (9) additional annual payments of \$150.00 due, for a total of \$1,500 paid over ten (10) years.

Sheriff's Office Responsibilities

Equipment and Network

TracNet supplies application software only which operates in a TCP/IP environment and will operate on the County hardware and software trusted Ethernet network infrastructure. County owns the desired hardware, personal computers/workstations, mobile computers, adapter cards, printers, cables, mounts, PC servers, and other assorted hardware. All network security and configuration, including necessary routes, firewalls, and other network related hardware and communications paths, will be the responsibility of the County. County will provide Microsoft Windows Operating System and Microsoft Word on all PC's to be utilized for the TracNet workstations. Listed below are the basic specifications of the necessary hardware and software required for the TracNet application software. TracNet will supply the "Power i" server and server operating system. (See TracNet responsibilities below)

Client PC Software Requirements

Microsoft Windows Operating System
Microsoft Word

Windows Servers

County will provide the necessary windows servers and related support services for the storage of images, video clips, audio files, scanned images, narrative documents and other related non-relational database case elements.

Existing Server Access and Interface Specifications

County will provide TracNet with necessary CAD and other identified interface specifications, network related information, existing data table related specifications and

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Attachment A to Exhibit B- Software Product License Agreement

Monterey County Sheriff's Office, hereinafter "County" and TracNet Corporation, hereinafter "TracNet"

locations and other information necessary and related to the project. County has provided a data area on the existing "Z" machine in which a copy of prior data can be stored along with COBOL conversion and export software programs in the event County desires further migration of data to the "Power I" server. The migration process requires remote VPN access to the "Z" server and data area allocated.

Remote VPN Access

County will provide remote VPN access for TracNet staff and approved TracNet subcontractors. This enables TracNet to access the existing County "Z" server, "Power I" server and new or existing servers or devices which are involved with or utilized by the TracNet System.

Physical Access

County will provide TracNet staff with access to the locations in which equipment or services are required to be accessed or performed by TracNet Corporation.

Data Back-Up

RAID or Mirroring Disk protection is provided on the RMS Database Management Server (DBMS) "Power I" server, however, daily back-ups of the RMS DBMS server and Windows document and image server is required to be performed by County. Supplies costs related to performing the back-ups are the County's responsibility.

IBM Server Maintenance Costs

County has secured a hardware and software support contract with IBM Corporation for the "Power I" server. This is a County expense and is contracted for directly between the agency and IBM.

EXHIBIT C Software Product License Agreement

Between Monterey County Sheriff's Office, hereinafter "COUNTY" and TracNet Corporation, hereinafter "TRACNET"

This is a Software Product License Agreement between TracNet Corporation (TRACNET), a California Corporation with its principal place of business at 1277 Adobe Lane, Pacific Grove, California 93950 and the Monterey County Sheriff's Office (COUNTY) at 1414 Natividad Road in Salinas, CA 93906.

1. DEFINITIONS OF TERMS USED

1.1 "Computer System" is the specific combination of a computer central processing unit (or units), computer terminals, and other related devices listed in Attachment A, Section 2, to this License in the configuration described. COUNTY is only licensed to use this Licensed Program on that system. Use on any other system or configuration requires a supplementary license.

1.2 "Licensed Program" is the set of copyrighted, computer programs listed in Attachment A, Section 1, and any additions or enhancements to the programs that TRACNET may provide from time to time regardless of the form in which COUNTY may subsequently use them.

1.3 "Documentation" means TRACNET's Licensed Program manual and any written or printed technical material provided by TRACNET with the Licensed Program to explain the operation of the Licensed Program and aid in its use.

1.4 "License" means this License Agreement and the rights and obligations which, it creates under the United States Copyright law and other applicable state or federal law.

1.5 "Derivative" means any computer software program which may be developed containing any part of the Licensed Program, regardless of the form of the resulting code, the media it is carried on, or its intended use.

1.6 "Trade Secret" means the program structure, logic, data structures, design, processes, procedures, formula and algorithms contained in the ordered set of instructions which together constitute the Licensed Program.

2. GRANT OF LICENSE AND COUNTY'S AGREEMENTS

2.1 In consideration of COUNTY's payment of the license fee for this License and of COUNTY's agreement to abide by the terms and conditions of this License, TRACNET grants COUNTY a nonexclusive nontransferable right to use and display the Licensed Program on the computer system identified in Attachment A, so long as COUNTY complies with the terms of this License. TRACNET reserves all rights not expressly granted to COUNTY.

2.2 COUNTY agrees to pay TRACNET the additional license fees due if COUNTY uses the Licensed Program on any additional computer systems. Such additional license fees shall be due and payable within thirty (30) days of the commencement of COUNTY's use of the Licensed Program on any additional computer systems.

2.3 COUNTY agrees to take reasonable steps to protect the Licensed Program from theft or from use by others contrary to the terms of this License. Only those persons in COUNTY's organization having a need to use the Licensed Program in the normal course of their employment are authorized to use the Licensed Program. COUNTY agrees to take reasonable steps not to disclose or use any Trade Secrets which are provided to COUNTY except in accordance with the terms of this License. In addition, COUNTY agrees not to disassemble,

TracNet Corporation EXHIBIT C
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EXHIBIT C Software Product License Agreement

Between Monterey County Sheriff's Office, hereinafter "COUNTY" and TracNet Corporation, hereinafter "TRACNET"

decompile or otherwise reverse engineer the Licensed Program. COUNTY agrees to notify TRACNET of any misuse and assist in ensuring provisions of this agreement are not violated.

2.4 COUNTY agrees either to destroy (with written notification to TRACNET) or return, at the option of COUNTY, the original and all existing copies of the Licensed Program and Documentation within fifteen (15) days after the effective date of any termination.

3. OWNERSHIP OF LICENSED PROGRAM

COUNTY may be deemed to own the magnetic or other physical media on which the Licensed Program is originally or subsequently recorded or fixed, but an express condition of this License is that copyright owner shall retain ownership of all copies of the Licensed Program recorded on any media. This License is not a sale of the Licensed Program data content recorded on the copies delivered to COUNTY or any subsequent copy.

4. POSSESSION AND COPYING OF THE LICENSED PROGRAM

COUNTY agrees to make no more than three (3) copies of the Licensed Program for archival or backup purposes only, all of which copies (together with the original) shall be kept in the possession or direct control of COUNTY. COUNTY shall label each backup copy of the Licensed Program with the serial number, program name, version number and the copyright notice, in the same form as they appear on the original licensed copy. In addition, COUNTY shall maintain a record of the location of all such copies and shall make such records available to TRACNET upon request. COUNTY shall erase or otherwise destroy any copy of the Licensed Program contained on any media before the media is reused or discarded.

5. TRANSFER OR REPRODUCTION OF LICENSED PROGRAM

5.1 COUNTY is NOT licensed to reproduce the Licensed Program except to the extent necessary to use it as authorized by this License Agreement. COUNTY may not rent, lease, transfer, network, or distribute the Licensed Program to another agency, except as specifically provided in this agreement.

5.2 The Licensed Program may only be used on the Computer System(s) listed on "Attachment A", Section 2, and any subsequent amendments thereto.

6. DERIVATIVES OR MODIFICATIONS TO THE LICENSED PROGRAM

COUNTY is prohibited from making any modifications to the Licensed Program and from creating any Derivative of the Licensed Program except as described herein.

7. LIMITED WARRANTY

TracNet warrants the version of software which is initially delivered is sufficient to operate as described in the written Proposal, Software Product License Agreement and Maintenance Service Plan, if applicable, and to be free of software "bugs" for a period of 30 days from the date of TracNet Corporation EXHIBIT C

Term: 02/27/2018 to 02/26/2021

Amount: \$780,016.00

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EXHIBIT C Software Product License Agreement

Between Monterey County Sheriff's Office, hereinafter "COUNTY" and TracNet Corporation, hereinafter "TRACNET"

software installation on the County's CPU. To evoke this warranty, the COUNTY must, within the warranty period, notify TracNet in writing of the problems encountered. TracNet will, within a reasonable time after notification by the COUNTY, affect change in the software. The sole remedy for COUNTY, should COUNTY determine the software is not sufficient to operate as described in the written proposal or a "bug" is not fixed in COUNTY's opinion, is to return the software to TracNet within 30 days of installation. In case of any conflict between this Agreement and this Section and any other contract document or contract section, this Agreement and Section shall take precedence. In no event will TracNet be liable for any damages caused by County's failure to perform their responsibilities. In no case shall TRACNET's liability exceed the license fees paid for the right to use the Licensed Program.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTIES WHETHER ORAL OR IMPLIED. THE AGENTS AND EMPLOYEES OF TracNet ARE NOT AUTHORIZED TO WARRANT THE SOFTWARE AND TECHNICAL INFORMATION LICENSED HERewith. ACCORDINGLY, ANY SUCH STATEMENTS WHETHER ORAL OR WRITTEN SHOULD NOT BE RELIED UPON. THIS WARRANTY IS NULL AND VOID IF THE VERSION OF THE CODE HAS BEEN MODIFIED BY THE COUNTY OR ANY OF HIS AGENTS IN ANY MANNER FROM ITS ORIGINAL CONTENT, OR, IF ANY HARDWARE OR THIRD PARTY SOFTWARE OTHER THAN RECOMMENDED AND APPROVED IN WRITING BY TracNet ARE USED IN CONJUNCTION WITH THE LICENSED SOFTWARE.

8. FITNESS FOR PURPOSE AND SOFTWARE PERFORMANCE

COUNTY agrees to assume the entire responsibility for the evaluation of the Licensed Program and COUNTY's determination that the Licensed Program is suited to COUNTY's needs and performs to COUNTY's satisfaction. TRACNET MAKES NO WARRANTIES, (OTHER THAN STATED IN SECTION 7 - LIMITED WARRANTY) EITHER EXPRESS OR IMPLIED, WITH RESPECT TO LICENSED SOFTWARE, IT MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. The entire risk as to quality and performance of Licensed Software is with COUNTY, and COUNTY assumes the cost of any and all incidental or consequential damages. COUNTY assumes the entire cost of all necessary servicing, repairs or corrections, except as provided under Section 7 - Limited Warranty, or as may be covered in a separate Maintenance Service Plan, if purchased.

9. LIMITATION OF LIABILITY AND INDEMNIFICATION

COUNTY shall defend, indemnify and hold harmless TracNet Corporation and its officers, agents and employees from and against any and all claims, liabilities, suits, damages, liability for damages of every kind and description and any losses whatsoever, (including damages to property and injuries to or death of persons, court costs, and reasonable attorney fees and costs) occurring or resulting to any and all persons, firms or corporations on account of damages, injuries to or death of any person, including but not limited to workers, employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with COUNTY'S use or non-use of Licensed Software Programs or any derivative under this agreement, regardless of the existence or degree of fault or negligence on the part of TracNet Officers, subcontractor(s) and employee(s) of any of these, except for the active negligence of the TracNet Corporation, its officers and employees.

TracNet Corporation EXHIBIT C
Term: 02/27/2018 to 02/26/2021
Amount: \$780,016.00

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EXHIBIT C Software Product License Agreement

Between Monterey County Sheriff's Office, hereinafter "COUNTY" and TracNet Corporation, hereinafter "TRACNET"

In no event will TRACNET be liable for any special, indirect or consequential damages or any damages whatsoever resulting from loss of use, data or profits, whether in an action of contract, negligence, or other tort action arising out of or in connection with the use or performance of the Licensed Software Programs; whether or not its use is under this Software License. COUNTY forever discharges and releases TRACNET, its successors and assigns from any losses that may result from its use. Except as provided under Section 7 - Limited Warranty 30-day period, COUNTY forever discharges and releases TRACNET, its successors and assigns from any obligation or responsibility to correct problems or errors in the Licensed Program, except as may be provided for under the Maintenance Service Plan. In no case shall TRACNET's liability exceed the license fees paid for the right to use the Licensed Program.

10. MAINTENANCE AND SUPPORT OF THE LICENSED PROGRAM.

Should COUNTY desire any maintenance, support, or modifications to the Licensed Program not covered under a current Maintenance Service Plan (MSP) agreement with TracNet Corporation, COUNTY may request such services from TRACNET, and TRACNET may, but need not, provide the requested services. Any such services will be provided at TRACNET's then prevailing rates, currently \$125.00 per hour, for the desired services or as otherwise agreed in writing between the parties. Any additions or modifications to the Licensed Program that may be provided by TRACNET to COUNTY shall be subject to the same terms, conditions and restrictions as the original copy of the Licensed Program delivered under this Agreement.

11. TERM AND TERMINATION.

11.1 This License shall last as long as COUNTY continues to use the Licensed Program.

11.2 TRACNET, its successors, or assigns may terminate this License Agreement on thirty (30) day's written notice should COUNTY violate any of the provisions of this License and fail to cure them. Prior to issuance of the termination notice, TracNet shall provide ten (10) days written notice of intent to terminate, enumerating the reasons for termination. COUNTY shall have sixty (60) days to cure the enumerated violations. Such termination shall be effective upon receipt by COUNTY of a final notice of termination following the expiration of the cure period.

11.3 COUNTY may terminate this License Agreement at any time for its convenience by giving thirty (30) days written notice of termination to TRACNET, its successors, or assigns and destroying (with written certification of destruction) or returning all copies of the Licensed Program and Documentation.

11.4 The parties to this agreement recognize and acknowledge that COUNTY is a political subdivision of the State of California. As such, COUNTY is subject to the provisions of Article XVI, Section 18, of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of business, COUNTY will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year. Notwithstanding any other provisions of this agreement to the contrary, COUNTY shall give notice of cancellation of this agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this agreement. Upon the effective date of such notice, this agreement shall be automatically terminated and COUNTY released from any further

TracNet Corporation EXHIBIT C
Term: 02/27/2018 to 02/26/2021
Amount: \$780,016.00

EXHIBIT C Software Product License Agreement

Between Monterey County Sheriff's Office, hereinafter "COUNTY" and TracNet Corporation, hereinafter "TRACNET"

liability hereunder. In addition to the above, should the Governing Board, during the course of a given year for financial reasons, reduce or order a reduction in the budget for any Department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the Board, this agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

12. TAXES

COUNTY shall pay all taxes relating to the transfer of Licensed Program from TRACNET to COUNTY. The prices stated are exclusive of any federal, state, municipal or other governmental taxes, duties, excise taxes or tariffs now or hereinafter imposed on the licensing, production, storage, sale, transportation, import, export or use of the Licensed Program. Such charges shall be paid by COUNTY, or in lieu thereof, COUNTY shall provide an exemption certificate acceptable to TRACNET and the applicable taxing authority. Should an audit of either party by governmental authorities result in a claim that any such charges are due, COUNTY shall pay such charges, together with interest, penalties and other costs, on demand by TRACNET.

13. DISPUTE RESOLUTION

13.1 Both parties agree to meet and attempt to resolve any controversy or claim arising out of, relating to, or connected with this Agreement, or the breach thereof, prior to pursuing legal action. Should resolution not be achieved and legal action required, both parties agree to discuss and explore various legal remedies to determine the best procedure to settle the controversy.

13.2 Should resolution not be achieved and legal action required, both parties agree to discuss and explore other various remedies, including mediation and arbitration or other various legal remedies, prior to filing a lawsuit to determine the best procedure to settle the controversy.

13.3 Venue – Should legal proceedings be required, both parties agree litigation will occur in the Monterey County, California, venue.

14. GENERAL PROVISIONS

14.1 This Agreement shall in all respects be interpreted, construed in accordance with, and governed by the internal laws of the State of California, without regard to the rules on conflict of laws. The place of making and the place of performance for all purposes shall be Pacific Grove, California, regardless of the actual place of execution or performance. In the event of any litigation between the parties, the parties stipulate that the sole and exclusive jurisdiction for such action shall be in the Municipal or Superior Courts for the County of Monterey, California or the United States District Court for Monterey, District of California. Both parties agree that the above referenced courts shall have personal and exclusive jurisdiction over the parties for any dispute arising out of this Agreement that is not covered by the Arbitration provision.

14.2 This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter herein and merges all prior discussions between them. COUNTY acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing and signed by both parties to this Agreement.

TracNet Corporation EXHIBIT C
Term: 02/27/2018 to 02/26/2021
Amount: \$780,016.00

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EXHIBIT C Software Product License Agreement

Between Monterey County Sheriff's Office, hereinafter "COUNTY" and TracNet Corporation, hereinafter "TRACNET"

14.3 Any notice required or permitted by this Agreement shall be in writing and shall be hand delivered, sent by prepaid, registered air mail, or by courier, addressed to the other party at the address shown at the beginning of this Agreement or at such other address for which such party gives notice hereunder. Such notice shall be deemed to have been given on the earlier of the date of actual delivery or five (5) days after deposit in the mail.

14.4 Non-performance of either party shall be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts or orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the control and not caused by the negligence of the non-performing party.

14.5 If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

14.6 Paragraph headings are for convenience only and shall not be considered in the interpretation of this Agreement.

14.7 TRACNET and COUNTY are not representatives or agents of the other and neither party shall have any power to assume any obligations on behalf of the other.

14.8 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

14.9 All the referenced Attachments are included by reference in this Agreement.

EXHIBIT C Software Product License Agreement

Between Monterey County Sheriff's Office, hereinafter "COUNTY"
and TracNet Corporation, hereinafter "TRACNET"

TracNet Agreement Acceptance

By affixing signatures below, both parties acknowledge that they have read and understand the TracNet License Agreement, Maintenance Service Plan, Attachment "A" and other referenced Attachments, and agree these documents set forth the entire agreement and understanding of the parties relating to the subject matter herein and merges all prior discussions between them. In addition, both parties agree to be bound by the terms and conditions contained in these documents and agree that no modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing and signed by both parties to this Agreement.

Both parties agree to appoint a Designated Contact Person to represent their respective organization for purposes of coordination of installation, training, acceptance and problem solving. These individuals will be identified on a separate attachment.

Any notice required or permitted by this Agreement shall be in writing and shall be hand delivered, sent by prepaid, registered air mail, or by courier, addressed to the other party at the address shown below or at such other address for which such party gives notice hereunder. Such notice shall be deemed to have been given on the earlier of the date of actual delivery or five (5) days after deposit in the mail.

Nonperformance of either party shall be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts or orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the control and not caused by the negligence of the non-performing party.

If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

IN WITNESS WHEREOF, TRACNET and COUNTY hereby execute this Agreement in their respective names and by their duly authorized officers, effective as of the date of the latter acceptance below.

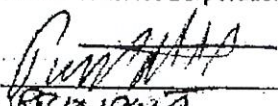
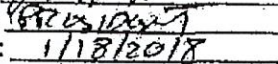
ACCEPTED BY:

ACCEPTED BY:

COUNTY: County of Monterey
Monterey County Sheriff's Office

TRACNET: TracNet Corporation

By: _____
Title: Contracts-Purchasing Manager
Date: _____

By: 
Title: 
Date: 1/18/2018

Address: 1414 Natividad Road
Salinas, CA 93906

Address: 1277 Adobe Lane
Pacific Grove, CA 93950

TracNet Inc. EXHIBIT C
Term: 02/27/2018 to 02/26/2021
Amount: \$780,016.00

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EXHIBIT-D

WORKERS' COMPENSATION INSURANCE JUSTIFICATION

EXHIBIT-D

**To Agreement by and between
County of Monterey hereinafter referred to as "County" and
TracNet, Incorporated, hereinafter referred to as "CONTRACTOR"**

Workers Compensation Justification:

At the time of execution of this Agreement, CONTRACTOR does not have employees and therefore, does not carry a Workers' Compensation Insurance coverage policy. Should CONTRACTOR hire employees during the term of this Agreement, CONTRACTOR shall comply with County's insurance requirements pertaining to Workers' Compensation as described in Section 9.03 of this Agreement.

Vendor: TracNet, Inc
Amount: \$780,016.00
Term: 02/27/2018 to 02/26/2021

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MONTEREY COUNTY SHERIFF'S OFFICE
SOFTWARE SUPPORT PAYMENTS FY 18-19, 19-20, 20-21
BASED ON LICENSE COUNTS AS OF 12-15-2017

EXHIBIT E

TRAC NET SOFTWARE SUPPORT FEES FISCAL YEAR 2018-19

SHERIFF'S OFFICE			
Records Management SW Support MCSO	18-19	75	28,268.12 purchase + COLA
Jail Management System SW Support MCSO	18-19	200	47,114.23 purchase + COLA
Warrant Repository Base SW Support MCSO	18-19	25	15,076.46 purchase + COLA
CLETS Licenses SW Support MCSO	18-19	200	24,499.53 purchase + COLA
MCSO RMS Mobile License SW support	18-19	61	16,423.03 269.23
MCSO RMS additional Licenses SW support	18-19	84	22,615.32 269.23
Interfaces MCSO:	18-19	flat amt	14,268.54 purchase + COLA
DOJ-ECARS			
VINES			
SSA Electronic Reporting			
CLETS Integration into Warrants			
RMS Coplink Feed			
Livescan Interface			
SUB TOTAL SHERIFF'S OFFICE			
		18-19	168,265.23
INTERNAL/EXTERNAL AGENCY SOFTWARE SUPPORT			
Jail Management System SW Support/District Attorney	18-19	45	12,115.35 269.23
Jail Management System SW Support/District Attorney King City	18-19	2	538.46 269.23
Jail Management System SW Support/Probation Dept	18-19	40	10,769.20 269.23
Jail Management System SW Support/Revenue Division	18-19	19	5,115.37 269.23
Jail Management System SW Support/Child Support Services	18-19	5	538.45 107.69
Jail Management System SW Support/Dept of Social Services	18-19	6	646.14 107.69
Jail Management System SW Support/Public Defender's Office	18-19	9	2,423.07 269.23
Salinas PD - Tritech interface	18-19	1	5,535.00 5400 *1.025
Monterey PD - CLETS SW Support	18-19	1	269.23 269.23
Greenfield PD - CLETS SW Support	18-19	3	807.69 269.23
Sub Total External/Internal Agencies			38,757.96 Billed to and payments received from other agencies
GRAND TOTAL SOFTWARE SUPPORT			207,023.19

TRACNET, INC. EXH. E

TERM: 02/27/2018 TO 02/26/2021
AMOUNT: \$780,016.00

MONTEREY COUNTY SHERIFF'S OFFICE
SOFTWARE SUPPORT PAYMENTS FY 18-19, 19-20, 20-21
BASED ON LICENSE COUNTS AS OF 12-15-2017

EXHIBIT E

TRAC NET SOFTWARE SUPPORT FEES FISCAL YEAR 2019-20

SHERIFF'S OFFICE

YEAR	COUNT	COST	
19-20	75	28,974.82	purchase + COLA
19-20	200	48,292.09	purchase + COLA
19-20	25	15,453.37	purchase + COLA
19-20	200	25,112.02	purchase + COLA
19-20	61	16,833.56	275.96
19-20	84	23,180.64	275.96
19-20	flat amt	14,625.25	purchase + COLA

DOJ-ECARS

VINES

SSA Electronic Reporting

CLETS Integration into Warrants

RMS Coplink Feed

Livescan Interface

SUB TOTAL SHERIFF'S OFFICE

19-20

172,471.75

INTERNAL/EXTERNAL AGENCY SOFTWARE SUPPORT

YEAR	COUNT	COST	
19-20	45	12,418.20	275.96
19-20	2	551.92	275.96
19-20	40	11,038.40	275.96
19-20	19	5,243.24	275.96
19-20	5	551.90	110.38
19-20	6	662.28	110.38
19-20	9	2,483.64	275.96
19-20	1	5,673.38	5535*1.025
19-20	1	275.96	275.96
19-20	3	827.88	275.96

SUB TOTAL EXTERNAL AGENCIES

GRAND TOTAL SOFTWARE SUPPORT

39,726.80

Billed to and payments received

from other agencies

212,198.55

TRACNET, INC. EXH. E

TERM: 02/27/2018 TO 02/26/2021

AMOUNT: \$780,016.00

MONTEREY COUNTY SHERIFF'S OFFICE
SOFTWARE SUPPORT PAYMENTS FY 18-19, 19-20, 20-21
BASED ON LICENSE COUNTS AS OF 12-15-2017

EXHIBIT E

TRAC NET SOFTWARE SUPPORT FEES FISCAL YEAR 2020-21

SHERIFF'S OFFICE			
YEAR	COUNT	COST	
20-21	75	29,699.19 purchase + COLA	New rates 20-21
20-21	200	49,489.14 purchase + COLA	275.96 x 1.025=282.86
20-21	25	15,839.70 purchase + COLA	110.38 x 1.025 = 113.14
20-21	200	25,739.82 purchase + COLA	5673.38 x 1.025 =5,815.21
20-21	61	17,254.46 282.86	
20-21	84	23,760.24 282.86	
20-21	flat amt	14,990.88 purchase + COLA	
SUB TOTAL SHERIFF'S OFFICE			
20-21		176,773.43	
INTERNAL/EXTERNAL AGENCY SOFTWARE SUPPORT 2020-2021			
YEAR	COUNT	COST	
20-21	45	12,728.70 282.86	New rates 20-21
20-21	2	565.72 282.86	275.96 x 1.025=282.86
20-21	40	11,314.40 282.86	110.38 x 1.025 = 113.14
20-21	19	5,374.34 282.86	5673.38 x 1.025 =5,815.21
20-21	5	565.70 113.14	
20-21	6	678.84 113.14	
20-21	9	2,545.74 282.86	CLETS SW SUPPORT at
20-21	1	5,815.21 5673.38 X 1.025 = 5815.;	regular fees
20-21	1	282.86 282.86	
20-21	3	848.58 282.86	
SUB TOTAL EXTERNAL AGENCIES			
		40,720.09	Billed to and payments received
			from other agencies
GRAND TOTAL SOFTWARE SUPPORT 2020-2021		217,493.52	

TRACNET, INC. EXH. E

TERM: 02/27/2018 TO 02/26/2021
 AMOUNT: \$780,016.00

CONTRACT BETWEEN COUNTY AND TRACNET, INC.
TIME PAYMENTS DUE ON LICENSES

EXHIBIT F

This is separate from the Software Maintenance on Exhibit E

SHERIFF'S OFFICE

Licenses	Date Purch.	Purchase Reference	Paid	CK #	Balance	2016-17	2017-18	2018-19	2019-20	2020-21
Jail Management	200	3/26/2014	Included in Base system	0.00						
Warrant Repository Base	25	3/27/2014	Included in Base system	0.00						
CLETS Base	200	3/28/2014	Included in Base system	0.00						
RMS	75	3/26/2014	#734, 150,000	0.00						
Mobile RMS License	61	8/25/2014	#762 1500 x 61 =91,500	91,500.00						
RMS MCSO	84	2/1/2016	#802 48,350 total	12,600.00	308704	113,400.00	12,600.00	12,600.00	12,600.00	12,600.00
Sub Total Sheriff's Office						12,600.00	12,600.00	12,600.00	12,600.00	12,600.00

External Internal Agencies	Licenses	Date Purch.	Purchase Reference	Paid	CK #	Balance	2016-17	2017-18	2018-19	2019-20	2020-21
Monterey PD	1 CLETS	12/6/2017	#902, 500	500.00		0.00	0.00	0.00	0.00	0.00	0.00
Greenfield PD	3 CLETS	11/29/2017	#901, 1500.00	1,500.00		0.00	0.00	0.00	0.00	0.00	0.00
JMS DA King City Office	2 JMS	7/12/2017	#890	500.00		4,500.00	0.00	500.00	500.00	500.00	500.00
City of Salinas Interface	1 Tritech	10/31/2017	#894 30,000	30,000.00	376947	0.00	0.00	0.00	0.00	0.00	0.00
JMS Public Defender	7 JMS	2/16/2017	#836 1750.00	1,750.00	352920	15,750.00	1,750.00	1,750.00	1,750.00	1,750.00	1,750.00
JMS DA	2 JMS	2/14/2017	#835, 500.00	500.00	355456	4,500.00	500.00	500.00	500.00	500.00	500.00
MCSO CleTS to Tritech	1 Custom	1/24/2017	#805, 4750	4,750.00	347592	0.00	0.00	0.00	0.00	0.00	0.00
JMS DA initial purchase	42 JMS	2/17/2016	#802 48,350 total	10,500.00	308704	94,500.00	10,500.00	10,500.00	10,500.00	10,500.00	10,500.00
JMS Probation init. Purch.	36 JMS	2/17/2016	#802 48,350 total	9,000.00	308704	81,000.00	9,000.00	9,000.00	9,000.00	9,000.00	9,000.00
JMS Revenue init. Purch.	11 JMS	2/17/2016	#802 48,350 total	2,750.00	308704	24,750.00	2,750.00	2,750.00	2,750.00	2,750.00	2,750.00
JMS DSS init. Purchase	4 JMS	2/17/2016	#802 48,350 total	6,000.00	308704	0.00	0.00	0.00	0.00	0.00	0.00
JMS Child Sup. Init. Purch.	5 Jms	2/17/2016	#802 48,350 total	7,500.00	308704	0.00	0.00	0.00	0.00	0.00	0.00
Sub total Ext. Agencies						225,000.00	24,500.00	25,000.00	25,000.00	25,000.00	25,000.00

Grand Total License Purchases Per Year

37,100.00 37,600.00 37,600.00 37,600.00 37,600.00

TracNet, Inc EXHIBIT F

TERM: 02/27/2018 TO 02/26/2021
AMOUNT: \$708,016.00

SOLE SOURCE/SOLE BRAND JUSTIFICATION

OVERVIEW:

Contracts/Purchasing recognizes that departments often invest a great deal of time and effort in selecting a source or brand, prior to submitting a requisition to Purchasing. Even though the department's review process prior to the submittal of a requisition may be sound, departments may unknowingly discourage free and open competition by requesting a single vendor or product. Additionally, the County is bound by both federal and local laws as well as County Policies of which County Staff may be not be aware of: The lack of an effective means of communication between buyer and requesting departments can lead to both lost time in completing the requisition as well as possible adverse legal actions towards both the County and the requesting staff member. Purchasing can be an effective partner in a competitive review process given adequate time and involvement in your requirement definitions.

In an effort to expedite sole source/brand requisition requests through 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 and attach it to your requisition. If sole source/brand justification is warranted and accepted by Purchasing, the requisition will be processed for the sole source/brand as requested.

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.

Rather than merely a shift of the review process and burden, this process acknowledges the significant effort a department may undertake when identifying a vendor or brand, and provides you with the method by which to make your requisitioning efforts more efficient under sole source/brand conditions.

Purchasing will advise you when a particular competitive review process may both serve the County better and/or be required by governing law.

In order for us to accept a request for sole source/brand the certification, the form referenced herein should be made a part of your justification and be signed by an authorized department representative. This certification will remain on file as part of your requisition package for audit purposes.

SOLE SOURCE PURCHASING:

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.

“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.

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.

“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.

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.

PROCEDURE:

Sole source/brand purchasing is an exception to the normal procurement function and requires a detailed justification. In processing sole source/brand requests for supplies, services and/or equipment, 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. As such, our decision is final.

If you are requesting a particular vendor, brand or product, you must make this fact clear on your requisition. 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. Please make copies of the Criteria for Sole Source/Brand form for your future use.

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

County of Monterey
Contracts/Purchasing Department
JUSTIFICATION OF SOLE SOURCE/SOLE BRAND REQUEST

Purchase Requisition Number

Date 01/02/2018

Description of Item: Comprehensive Jail, Records, Warrants, Investigations Records and inmate management system

1. Please indicate the following:

Procurement: ☐ Goods
☒ Services

(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 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.

2. Vendor Selection:

☐ Preferred Vendor
☒ Sole Source

Vendor Name: TracNet, Incorporated
Address: 1277 Adobe Lane City: Pacific Grove State: CA
Phone Number: (831) 643-9943 Email: kenrolle@tracnet.org
Contact Person: Ken Rolle Title: Vice President
Federal Employer #: 94-1690106

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?

This vendor was chosen in a process that finalized in 01/26/2013. Due to the complexity of transferring data from one format to another, and due to delays generated within MCSO to reformat portions of the program to "resemble" the old software, the project was not 100% operational until 9/2015. The original selection

process was undertaken by other parties no longer with the Sheriff's Office, but this writer assumes that local vendor preference, significantly lower price, usage of the system by other local law enforcement agencies and ability to present an integrated records/warrants/mobile units/jail management system were the main decision points.

- 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?

There are many vendors (15+) that carry Jail Management system only products. There are only four vendors that I could find that carry semi- comprehensive Sheriff Office Solutions. Its very important for the Jail to see outstanding warrants from other counties (warrants system) because it affects whether other counties have to be contacted regarding the prisoner's incarceration status, and it will also determine how prisoner is classified for purposes of housing.

It's critical that field officers in cars can run a VIN check, determine if found property is stolen property, and to check for outstanding warrants,(and a lot of other features too numerous to mention). This is not possible with a standard JMS system.

It is mission critical to the Warrants and Records units to have access to FBI assigned criminal numbers, previous Incarceration records, and other Jail Mgmt data, to reduce data entry and to ensure accuracy.

The product licenses and maintenance are low in cost, which encourages other agencies such as District Attorney, Child Support, Revenue Division, Probation, Courts, Seaside PD, Greenfield PD, Soledad PD, Department of Social Services and FBI to have access to Jail data to improve performance within their job assignments. So, the program adds a significant level of interagency and inter-departmental coordination.

We have truly been on the system only 2.5 years. That is not really long enough to consider going through the expense of an RFP to replace an existing system, and the expense of rebuilding interfaces to commissary, telephone, CLETS, VINES, ECARS and local, regional and federal networks, and to work with all our partners to insure that they can maintain access.

The new jail expansion will be completed by 2020. At that time, it might be advisable to go out for an RFP, as technology changes quickly. Until then, MCSO has no funds to expend to replace the system, and has no need to do so, as its working well for our needs.

To summarize, we need to have a comprehensive, relatively low cost system that our law enforcement partners and county departments can access and use and that we can use. Service has been excellent, and many custom features have been added by TracNet at no

cost to the County. Its meeting/exceeding our needs, and we cannot afford to replace it anyway.

c) Why are these specific features/qualifications required?

To improve communications, increase revenue collections countywide, reduce hand entry errors, and to save time. We also significantly reduced records and warrants staff (6-10 positions) when program went on line, and might be looking at a need to add those positions back if the "new" system does not offer the timesaving features that were designed into the system to reduce keystrokes.

d) What other products/services have been examined and/or rejected?

GTL, PTS, E-Force, Corrections One and Tribridge. All are JMS only systems or have limited or no modules for Records, Warrants and mobile units These features are essential for our operation.

e) Why are other sources providing like goods or services unacceptable (please give a full meaningful explanation)?

The systems listed above are NOT comprehensive systems. We could not communicate and transfer warrants out to cars, or allow them to inquire on the vehicle Identification Network.

The desktop software license costs are also high, which might cause some of our partners to drop off the system. This will lead to a request for more personnel, as we would have to respond to their requests for data, and use our personnel to do so, versus each dept. using its own staff to look up data themselves. As indicated above, we reduced staff when we purchased the system.

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 system HAS to be a comprehensive system since we are all relying on it. Its also been included in our budget for past five years, so this is not a new cost, its just a new contract, as required by Monterey County because the old contract is now five years old.

g) Estimated Costs:

Users are requesting new licenses continually. Costs for "others" should be used as a ball park figure, and it is based on license counts as of 12/2017.

	FY 2018-19	FY 2019-20	FY 2020-21
Software Maintenance-Sheriff	168,265.23	172,471.75	176,773.43
Software Maintenance-Others	38,757.96	39,726.80	40,720.09
Software Purchase-Sheriff	12,600.00	12,600.00	12,600.00
Software Purchase- Others	25,000.00	25,000.00	500.00
Allowance- Addit. Purchases	5,000.00	5,000.00	5,000.00
	<u>\$249,623.19</u>	<u>\$254,798.55</u>	<u>\$235,593.52</u>

Programming allowance: \$40,000 one-time allowance.

After five years of working with the system, the County has identified Warrants/Records and Photo Capture as two areas that could use further refinement. This allowance will be used to plan and design workflow process improvements for these areas.

4. Is there an unusual or compelling urgency associated with this project?

☐

No

☒


Yes (Please describe)

Contract expires 2-27-2018.

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.



Requestors Signature


Date


Authorized Signature by Department Head


Date


Contracts/Purchasing Officer


Date

AMENDMENT #1 TO AGREEMENT A-13561

AMENDMENT #1 TO AGREEMENT A-13561 BY AND BETWEEN COUNTY OF MONTEREY & TRACNET, INC.

THIS AMENDMENT is made to the AGREEMENT A-13561 for comprehensive software management system that serves Sheriff's Office and other county and external partners for the Monterey County Sheriff's Office, by and between **TRACNET, INC.**, hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

WHEREAS, the County and CONTRACTOR originally entered into this Agreement February 2018 with a Not to Exceed amount of \$780,016.00 and a term date ending February 22, 2021; and

WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT by adding the \$541,823.00 to the Agreement with a new Not to Exceed amount of \$1,321,839.00 and extend the term of the agreement by two (2) years, 4 months and 7 days, with a new term ending date of June 30, 2023.

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. "PAYMENT PROVISIONS" shall be amended, *"The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$1,321,839.00."*
2. "TERM OF AGREEMENT" shall be amended by, *"The term of this Agreement is from 2/27/2018 to 6/30/2023."*
3. EXHIBIT A – Scope of Services shall be amended by adding Exhibit A-1, Exhibit E-1 per Amendment #1 attached hereto, All other Exhibits remain unchanged.
4. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
5. A copy of the AMENDMENT shall be attached to the original AGREEMENT executed by the County on February 23, 2018.

TracNet, Inc.

Amount: \$1,321,839.00

Term: 02/23/2018 to 06/30/2023

Page 1

AMENDMENT #1 TO AGREEMENT A-13561

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

TracNet, Inc.

By: Signature of Chair, President, or
Vice-PresidentPATRICK N. ROLLE, PRESIDENT
Printed Name and Title

Dated: 11/24/2020

Contracts/Purchasing Officer

Dated:

Approved as to Fiscal Provisions:

DocuSigned by:

Gary Giboney

Deputy Auditor/Controller

Dated: 12/7/2020 | 1:32 PM PST

Approved as to Liability Provisions:

By: (Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)*Ken Rolle
Printed Name and Title

Dated: 11/24/2020

Risk Management

Dated:

Approved as to Form:

DocuSigned by:

Irv Grant

Deputy County Counsel

Dated: 12/7/2020 | 1:28 PM PST

County Board of Supervisors' Agreement Number: _____.

***INSTRUCTIONS:** If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

TracNet, Inc.

Amount: \$1,321,839.00

Term: 02/23/2018 to 06/30/2023

Page 2

AMENDMENT #1 TO AGREEMENT A-13561

EXHIBIT A-1

To Agreement by and between
Monterey County Sheriff's Office, hereinafter referred to as "County"
AND
TracNet Inc., hereinafter referred to as "CONTRACTOR"

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES - In addition to services previously outlined in Exhibits A-F the following applies:

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

Provide Software, Software Licenses and Software Maintenance for the County and its internal and external partners as outlined in Exhibit E-1.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed **\$1,321,839.00** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

All reimbursement is based on numbers of licenses purchased by the Sheriff's Office and its internal and external partners, and the method chosen to purchase these licenses, which affects the annual cost of software maintenance. The table below depicts the next two years of costs for this portion of the contract, based on present license counts:

	FY 2021-22	FY 2022-23
Software Maintenance-Sheriff	181,192.52	185,722.58
Software Maintenance-Others	41,737.93	42,781.48
Software Purchase-Sheriff	12,600.00	12,600.00
Software Purchase-Others	25,000.00	25,000.00
MCSO Interfaces	7,500.00	7,687.50
	<u>\$268,030.45</u>	<u>\$273,791.56</u>

All work must be fully scoped and have a price quote and deliverables listed prior to any design/programming work beginning. All programming requests must come from the County's Information Technology Manager, Jennifer Claudel.

TracNet, Inc.
 Amount: \$1,321,839.00
 Term: 02/23/2018 to 06/30/2023

Page 3

AMENDMENT #1 TO AGREEMENT A-13561

ALL TAXABLE ITEMS SHOULD BE CLEARLY IDENTIFIED. It is preferable to state the tax rate applied in parenthesis and all taxes should be listed as a separate line item.

There shall be no travel reimbursement allowed during this Agreement.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

B.2 CONTRACTORS BILLING PROCEDURES

Invoicing shall occur once a year for license renewals and current license payments and upon sale for any new license and its subsequent support during the fiscal year. It is preferable to submit invoices and statements electronically to the County's invoice tracking system at:

MCSOSheriff.Fiscal@co.monterey.ca.us

If CONTRACTOR lacks the ability to use this system, hard copy invoices will be accepted via mail addressed to the following location:

Monterey County Sheriff/Coroner's Office
Attention: Fiscal Unit Accounts Payable
1414 Natividad Road
Salinas, CA 93906

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

TracNet, Inc.
Amount: \$1,321,839.00
Term: 02/23/2018 to 06/30/2023

Page 4

DocuSign Envelope ID: 7DBE053C-337C-40E5-8265-1C75B715C51A
 MONTEREY COUNTY SHERIFF'S OFFICE
 TRACNET SOFTWARE SUPPORT PAYMENTS FY 21-22, 22-23
 BASED ON LICENSE COUNTS AS OF 12-15-2017

EXHIBIT E-1

TRACNET SOFTWARE SUPPORT FEES FISCAL YEAR 2021-22

SHERIFF'S OFFICE	YEAR	COUNT	COST	FACTOR	NEW RATES
Records Management SW Support MCSO	21-22	75	30,441.66	Purchase + COLA	29,699.19 X 1.025 = 30,441.66
Jail Management System SW Support MCSO	21-22	200	50,726.36	Purchase + COLA	49,489.14 X 1.025 = 50,726.36
Warrant Repository Base SW Support MCSO	21-22	25	16,235.69	Purchase + COLA	15,839.70 X 1.025 = 16,235.69
CLETS License SW Support MCSO	21-22	200	26,383.31	Purchase + COLA	25,739.82 X 1.025 = 26,383.31
MCSO RMS Mobile License SW Support	21-22	61	17,685.73	289.93	282.86 x 1.025 = 289.93
MCSO JMS additional Licenses SW support	21-22	84	24,354.12	289.93	282.86 x 1.025 = 289.93
Interfaces MCSO:	21-22	Flat Amt.	15,365.65	Purchase + COLA	14,990.88 X 1.025 = 15,365.65
DOJ-ECARS	21-22				
VINES	21-22				
SSA Electronic Reporting	21-22				
CLETS Integration into Warrants	21-22				
RMS Coplink Feed	21-22				
Livescan Interface	21-22				
Added MCSO Interfaces		Flat Amt.	0.00	Purchase + COLA	?
JMS Coplink Inmate/Charges Feed	21-22				
JMS Coplink Inmate Images/Identifier Feed	21-22				
RMS/JMS Alpha Link	21-22				
JMS Telmate Phone Interface	21-22				
JMS WEB Interface	21-22				
JMS COREMR Interface	21-22				
JMS Health Interface	21-22				
SUBTOTAL SHERIFF'S OFFICE	21-22		181,192.52		

INTERNAL/EXTERNAL AGENCY SOFTWARE SUPPORT 2021-2022	YEAR	COUNT	COST	FACTOR	NEW RATES
Jail Management Syste SW Support/District Attorney	21-22	45	13,046.85	289.93	282.86 x 1.025 = 289.93
Jail Management Syste SW Support/District Attorney King City	21-22	2	579.86	289.93	282.86 x 1.025 = 289.93
Jail Management Syste SW Support/Probation Department	21-22	40	11,597.20	289.93	282.86 x 1.025 = 289.93
Jail Management Syste SW Support/Revenue Division	21-22	19	5,508.67	289.93	282.86 x 1.025 = 289.93
Jail Management Syste SW Support/Child Support Services	21-22	5	579.85	115.97	113.14 x 1.025 = 115.97
Jail Management Syste SW Support/Dept. Social Services	21-22	6	695.82	115.97	113.14 x 1.025 = 115.97
Jail Management Syste SW Support/Public Defender's Office	21-22	9	2,609.37	289.93	282.86 x 1.025 = 289.93
Salinas PD - Tri Tech Interface	21-22	1	5,960.59	5,960.59	5,815.21 x 1.025 = 5,960.59
Monterey PD - CLETS SW Support	21-22	1	289.93	289.93	282.86 x 1.025 = 289.93
Greenfield PD -CLETS SW Support	21-22	3	869.79	289.93	282.86 x 1.025 = 289.93
SUB TOTAL EXTERNAL AGENCIES	21-22		41,737.93	<i>Billed To & Payments rec'd from other agencies</i>	

GRAND TOTAL SOFTWARE SUPPORT 2021-2022 **222,930.45**

TRACNET SOFTWARE SUPPORT FEES FISCAL YEAR 2022-23

SHERIFF'S OFFICE	YEAR	COUNT	COST	FACTOR	NEW RATES
Records Management SW Support MCSO	22-23	75	31,202.70	Purchase + COLA	30,441.66 X 1.025 = 31,202.70
Jail Management System SW Support MCSO	22-23	200	51,994.52	Purchase + COLA	50,726.36 X 1.025 = 51,994.52
Warrant Repository Base SW Support MCSO	22-23	25	16,641.58	Purchase + COLA	16,235.69 X 1.025 = 16,641.58
CLETS License SW Support MCSO	22-23	200	27,042.89	Purchase + COLA	26,383.31 X 1.025 = 27,042.89
MCSO RMS Mobile License SW Support	22-23	61	18,127.98	297.18	289.93 x 1.025 = 297.18
MCSO JMS additional Licenses SW support	22-23	84	24,963.12	297.18	289.93 x 1.025 = 297.18
Interfaces MCSO:	22-23	Flat Amt.	15,749.79	Purchase + COLA	15,365.65 X 1.025 = 15,749.79
DOJ-ECARS	22-23				
VINES	22-23				
SSA Electronic Reporting	22-23				
CLETS Integration into Warrants	22-23				
RMS Coplink Feed	22-23				
Livescan Interface	22-23				
Added MCSO Interfaces		Flat Amt.	0.00	Purchase + COLA	?
JMS Coplink Inmate/Charges Feed	22-23				
JMS Coplink Inmate Images/Identifier Feed	22-23				
RMS/JMS Alpha Link	22-23				
JMS Telmate Phone Interface	22-23				
JMS WEB Interface	22-23				
JMS COREMR Interface	22-23				
JMS Health Interface	22-23				
SUBTOTAL SHERIFF'S OFFICE	22-23		185,722.58		

INTERNAL/EXTERNAL AGENCY SOFTWARE SUPPORT 2022-2023	YEAR	COUNT	COST	FACTOR	NEW RATES
Jail Management Syste SW Support/District Attorney	22-23	45	13,373.10	297.18	289.93 x 1.025 = 297.18
Jail Management Syste SW Support/District Attorney King City	22-23	2	594.36	297.18	289.93 x 1.025 = 297.18
Jail Management Syste SW Support/Probation Department	22-23	40	11,887.20	297.18	289.93 x 1.025 = 297.18
Jail Management Syste SW Support/Revenue Division	22-23	19	5,646.42	297.18	289.93 x 1.025 = 297.18
Jail Management Syste SW Support/Child Support Services	22-23	5	594.30	118.86	115.97 x 1.025 = 118.86
Jail Management Syste SW Support/Dept. Social Services	22-23	6	713.16	118.86	115.97 x 1.025 = 118.86
Jail Management Syste SW Support/Public Defender's Office	22-23	9	2,674.62	297.18	289.93 x 1.025 = 297.18
Salinas PD - Tri Tech Interface	22-23	1	6,109.60	6,109.60	5,960.59 x 1.025 = 6,109.60
Monterey PD - CLETS SW Support	22-23	1	297.18	297.18	289.93 x 1.025 = 297.18
Greenfield PD -CLETS SW Support	22-23	3	891.54	297.18	289.93 x 1.025 = 297.18
SUB TOTAL EXTERNAL AGENCIES	22-23		42,781.48	<i>Billed To & Payments recv'd from other agencies</i>	

GRAND TOTAL SOFTWARE SUPPORT 2022-2023 228,504.06



Monterey County

Item No.29

Board Report

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

Legistar File Number: 20-1051

January 05, 2021

Introduced: 12/9/2020

Current Status: Criminal Justice - Consent

Version: 1

Matter Type: General Agenda Item

Approve and Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to sign the agreement with ChemImage, a vero vision mail screener, for \$160,369.00, effective upon signature and will terminate two years after installation of equipment.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

Approve and Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to sign the agreement with ChemImage, a vero vision mail screener, for \$160,369.00, effective upon signature and will terminate two years after installation of equipment.

SUMMARY/DISCUSSION:

The Monterey County Sheriff's Office is requesting approval to purchase a mail screening system (vero vision mail screener) to help combat the threat of illicit drugs that are smuggled into the jail through the mail service. A mail screener greatly increases facility security by empowering officers with technology that will help them identify illegal drugs hidden in the mail.

ChemImage is currently used by Mariposa County Jail, Lake County Jail, Santa Ana PD and Polk County Jail in Oregon along with several others.

This is a sole source purchase (Sole Source Justification attached). Other scanners were considered, but simply did not have the technology necessary to be as effective at detecting illicit materials as the recommended vendor ChemImage.

OTHER AGENCY INVOLVEMENT:

County Counsel has approved the agreement as to legal form, and the Auditor/Controller has reviewed for fiscal provisions.

FINANCING:

The cost of this contract is fully funded by AB109 and was included in the FY 2020-21 approved budget. There will be no increase in General Fund Contribution as a result of this Board action.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This contract meets the Board's strategic initiatives by:

"Creating a safe environment for people to achieve their potential"

Mark a check to the related Board of Supervisors Strategic Initiatives

Economic Development

Administration

Health & Human Services

Infrastructure

X Public Safety

Prepared by: Arthur Curtright, Management Analyst II, Extension #3708

Approved by: Steve Bernal, Sheriff/Coroner, Extension #3750

Attachments: Attachment A - Agreement between County of Monterey and ChemImage and

Justification of Sole Source

Attachment B - ChemImage Sales Agreement



Monterey County

Item No.

Board Report

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

Legistar File Number: 20-1051

January 05, 2021

Introduced: 12/9/2020

Current Status: Agenda Ready

Version: 1

Matter Type: General Agenda Item

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The cost of this contract is fully funded by AB109 and was included in the FY 2020-21 approved budget. There will be no increase in General Fund Contribution as a result of this Board action.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This contract meets the Board's strategic initiatives by:

"Creating a safe environment for people to achieve their potential"

Mark a check to the related Board of Supervisors Strategic Initiatives

Economic Development
Administration
Health & Human Services
Infrastructure
☒ Public Safety

Prepared by: Arthur Curtright, Management Analyst II, Extension #3708

Approved by: Steve Bernal, Sheriff/Coroner, Extension #3750



Attachments: Attachment A - Agreement between County of Monterey and ChemImage and
Justification of Sole Source
Attachment B - ChemImage Sales Agreement

County of Monterey
General Services- Contracts/Purchasing Division
JUSTIFICATION OF SOLE SOURCE/SOLE BRAND REQUEST

Purchase Requisition Number _____ Date 5/5/20

Description of Item: Vero Vision Mail Screener

1. Please indicate the following:

Procurement: ☒ Goods
☐ Services

(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 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.

2. Vendor Selection:

☐ Preferred Vendor
☒ Sole Source

Vendor Name: ChemImage
Address: 7325 Penn Avenue Suite 200 City: Pittsburgh State: PA
Phone Number: (775) 781-2525 Fax: ()
Contact Person: Robert Levy Title: Account Manager
Federal Employer #: _____

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?

After researching all available mail scanners, we determined that the technology available in the VeroVision scanner best meets the needs of the Jail operation. It has the best ability to detect contraband that is sent through inmate mail. ChemImage has a patent on this technology and is not available through any other manufacturer or vendor.

Updated:
September 19, 2007

- 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?

This scanner is the only wide-field, hyperspectral imaging-based device specifically designed for detecting concealed illicit chemical compounds and cutting agents in mail.

- c) Why are these specific features/qualifications required?

The sole reason for purchasing the scanner is to reduce or eliminate the amount of illicit drugs that are entering the facility through the mail. This scanner is much more effective than human examination or drug sniffing dogs.

- d) What other products/services have been examined and/or rejected?

Other mail scanners with inferior technology.

- e) Why are other sources providing like goods or services unacceptable (please give a full meaningful explanation)?

Simply does not have the technology necessary to be as effective at detecting illicit materials as the VeroVision scanner.

- 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 sole purpose of the mail scanner is to help prevent illicit materials from entering the jail through the mail. A less reliable scanner will not detect the full gamut of substances that the VeroVision scanner does.

- g) Estimated Costs:

\$160,369.00

Updated:
September 19, 2007

4. Is there an unusual or compelling urgency associated with this project?


- ☐ No
☒ Yes (Please describe)

For each day that goes by, more illicit materials are entering the jail and affecting the safety and security of the inmates and staff.


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.

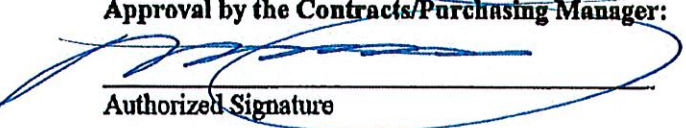

Requestors Signature

5/6/20
Date


Authorized Signature by Department Head

5/7/20
Date

Approval by the Contracts/Purchasing Manager:


Authorized Signature

05-11-2020
Date

Updated:
September 19, 2007



7325 Penn Avenue
Suite 200
Pittsburgh, PA 15208
Tel : 412.241.7335

Fax: 412.241.7311 www.chemimage.com

SALES AGREEMENT

This Agreement, effective December 4, 2020, is between ChemImage Corporation ("ChemImage") and Monterey County (the "Customer"). ChemImage agrees to sell the Products to Customer provided that (i) the Products are available at the time of the order, (ii) ChemImage accepts the order, and (iii) Customer is in full compliance with the terms and conditions of this Agreement. Customer agrees to purchase the Products for use within the United States.

1. Prices. Prices are based on the products and quantity described in Attachment A (Quote #20201103-131412777). Any changes or deletions to the product, quantity, or specifications may alter the price. Seller reserves the right to alter the product and prices, subject to Customer's confirmation.
2. Payment. Payment Terms. These terms supersede the payment arrangements found in Attachment A. Customer shall submit 25% of Payment upon delivery of the products. An additional 25% will be paid upon installation of the VeroVision Mail Screener, and the final 50% of the payment will be paid upon completion of training on the instrument. Chemimage 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, 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.
3. Seller offers eCommerce solutions giving customers flexible invoice and payment options.
 - (a) Invoice Options. Customer may choose to receive invoices
 - i. Electronically via email
 - ii. by mail
 - iii. or by email and mail
 - (b) Payment Options. Payment to ChemImage may be made either electronically (preferred method) or by check. In the event that an electronic payment is made, Customer must include a remittance or invoice number with each transaction.
4. Delivery. Freight terms are FOB Seller's shipping point unless otherwise specified. Notwithstanding anything in the foregoing to the contrary, Seller also charges a shipping charge for any of the Products. Additional charges for emergency or overnight deliveries will be the responsibility of Customer and will be added to the invoice. (a) Damage or Shortage in Shipment. Seller exercises care in packing shipments. To minimize the possibility of error, all orders should be inspected upon receipt. ANY DAMAGE, SHORTAGE OR OVERAGE DUE TO SHIPPING SHOULD BE REPORTED TO SELLER'S CUSTOMER SERVICE DEPARTMENT AT 412.241.7335 or 1-877-241-3550 WITHIN TWO (2) BUSINESS DAYS OF RECEIPT. Seller may reject requests for return authorization received later than two (2) business days from Customer's receipt of the Products. Customer's cooperation in providing this information will enable Seller to expedite the necessary adjustments. Customer agrees to purchase any and all insurance necessary to indemnify it against any loss in shipping. Seller will prepay and add shipping charges to the initial invoice. Delivery dates are not guaranteed, but are estimated on the basis of immediate receipt by Seller of all information and approvals to be furnished by Customer and the absence of delays which are excused under Section 8 (Force Majeure). Seller shall endeavor in good faith to meet estimated delivery dates.



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5. Warranties. Seller warrants to the Customer that for a period of 2 years from the date of installation, equipment manufactured by us shall be free from defects in materials and workmanship for a period of two (2) year from the date of installation of such equipment. Services performed by Seller in connection with such equipment, such as site training and installation services relating to the equipment, shall be free from defects for a period of one year from the date of shipment. Customer agrees that the Seller must perform an annual maintenance and preventative diagnostic on the product to maintain this warranty or any extended warranty purchased by the Customer, and Customer agrees to provide Seller all requested or relevant data related to the product covered by this warranty. Warranty repair or replacement within this one-year period may cover system assemblies and subassemblies, including the system sensor head unit (SHU), cables, switches, optical train, and power module. If defects in materials or workmanship are discovered within the applicable warranty period as set forth above, Seller shall, at its sole option a) in the case of equipment, either repair or replace the equipment or b) in the case of defective services, re- perform such services. Seller may, at its sole discretion, issue a temporary system (a "loaner system") to Customer while Customer's warranted unit is undergoing repair. Seller shall repair units within a commercially reasonable time frame subject to Seller's internal processes and availability of applicable system components and service personnel. Seller shall have the option of replacing equipment with substitute products or new, used, or refurbished replacement parts, and Customer acknowledges that parts used to repair or replace the system may be new, used, refurbished, or non-original manufacturer parts that perform to the factory specifications of the purchased system. Updates to software and libraries are available at no charge to Customer as long as customer is under warranty or has purchased an extended service warranty. This warranty does NOT include replacement glass for lamps, glass cleaner, light bulbs, sample analysis and investigation, or recipe development support. Such services and supplies may be purchased by Buyer from Seller, at Seller's discretion.
6. Return Goods Policy. Seller can accept for credit only those Products that (a) do not perform pursuant to Seller's specifications for the Products, (b) may have been damaged during transportation to the Customer by the Seller, or (c) Customer may have received in error. Return of the Products must be authorized before any returns will be accepted. In cases of Products damaged during shipments, Customer must contact Seller according to the procedures in Section 4(a) of these Terms and Conditions, and must do so within the time period specified. Customer shall contact Seller Customer Service for instructions on the return procedure to be followed.
7. Warranty shall be void due to any of the following: a) If the product has been opened, modified, altered, or repaired, except by Seller or its authorized agents, b) if the product has not been installed or maintained or used in accordance with instructions provided by Seller, including Customer's operational errors or requirements related to product placement, temperature, and environment, c) if the product has been subject to misuse, abuse, intentional physical/mechanical/electronic damage, malicious mischief, reckless handling, animal or insect infestation, accident, thermal or electrical irregularity, theft, vandalism, fire, liquid, or other peril, including, but not limited to, damages caused by war, nuclear incident, terrorism, or unexplained or mysterious disappearance, d) if the product has been damaged due to storage, containment, and/or operation outside the environmental specification of the product, e) if the product has been subject to a connection of the product to other systems, equipment, or devices or use with other software (other than software specifically provided by Seller), f) if product identification labels have been removed or altered on any part of the product or its constituent parts and accessories, or g) if the product's software has been damaged by computer viruses or other malware.

EXCEPT AS SET FORTH HEREIN, NO OTHER WARRANTIES OR REMEDIES, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESSED, IMPLIED (INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) OR OTHERWISE, SHALL NOT APPLY. IN NO EVENT SHALL SELLER HAVE ANY LIABILITY FOR ANY SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY NATURE WHATSOEVER, WHETHER AS A RESULT OF BREACH OF CONTRACT, TORT LIABILITY (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. REPAIR OR REPLACEMENT OF THE EQUIPMENT DURING THE



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APPLICABLE WARRANTY PERIOD IS YOUR SOLE AND EXCLUSIVE REMEDY UNDER THIS WARRANTY.

IN NO EVENT SHALL SELLER OR ITS SUBCONTRACTORS HAVE ANY LIABILITY TO CUSTOMER, WHETHER AS A RESULT OF BREACH OF CONTRACT, TORT LIABILITY (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER ARISING BEFORE OR AFTER DELIVERY OF THE GOODS AND/OR PERFORMANCE OF THE SERVICES FURNISHED UNDER THE SALES CONTRACT, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PENAL LOSS OR DAMAGE OF ANY NATURE WHATSOEVER, INCLUDING WITHOUT LIMITATION, DAMAGE TO OR LOSS OF USE OF PLANT OR EQUIPMENT, EXPENSES INVOLVING INTEREST CHARGES OR COST OF CAPITAL, LOSS OF PROFITS OR REVENUES, COST OF SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES, OR CLAIMS OF CUSTOMER.

8. Termination. Seller may terminate the performance of the work under the agreement for any reason by giving written notice of termination at least 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.

Default – Cancellation. Customer may not cancel this order, or any portion thereof, except upon 30 days written notice to Seller and upon payment to Seller of the cancellation charges specified below. Customer acknowledges that such charges have been agreed upon, not as a penalty, but as a result of the difficulty of computing actual damages and the inconvenience and non- feasibility of Seller otherwise obtaining an adequate remedy. Customer may not cancel any order, or portion thereof, after shipment, Buyer may not reschedule or change any order, or portion thereof, without Seller's prior written consent.

Cancellation Notice Received Prior to Scheduled Delivery	Cancellation Charges (Percentage of Sales Price of Goods)
Less than 30 Days	50%
45 Days or More	25%

9. Bankruptcy/Insolvency - In the event of Customer's bankruptcy or insolvency, or in the event any proceeding is brought against Customer, voluntarily or involuntarily, under the bankruptcy or insolvency laws, Seller may cancel any order then outstanding at any time during the period allowed for filing claims against the estate, and shall be paid the cancellation charges specified in Section 6 (Default—Cancellation).
10. Force Majeure. Neither party shall be liable for defaults or delays due to Acts of God or the public enemy, acts or demands of any Government or any Governmental agency, strikes, fires, floods, accidents, or other unforeseeable causes beyond its control and not due to its fault or negligence. Each party shall notify the other in writing of the cause of such delay within five (5) days after the beginning thereof
11. Indemnification. Customer will defend, hold harmless, and indemnify Seller from and against any liability and expenses (including, without limitation, attorney and other professional fees and disbursements) arising from or in connection with any damages, injuries, or third party claims of demands to recover for personal injury, death, or property damage caused by or arising out of



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any of the goods or services supplied the Seller (regardless of whether such claim or demand arises under tort, negligence, contract, warranty, strict liability or other legal theories), except to the extent such injury, damage, or loss results from Seller's negligent actions.

12. Assignment. Neither this order nor any rights or obligations herein may be assigned by Customer nor may Customer delegate the performance of any of its duties hereunder without Seller's prior written consent.
13. Intellectual Property. Seller warrants that products furnished under the Sales Contract, and any part thereof, shall be delivered free of any rightful claim of any third party for infringement of any United States patent. Customer acknowledges and agrees that all intellectual property rights in the Products and Software and in any Seller technology, intellectual property, and know-how used to make or useful for the manufacture or use of the products will at all times remain vested in the Seller. Customer shall not use Seller's trademark, tradename, or other indication in relation to the Product unless in accordance with Seller's instructions or prior written approval and solely for the purposes expressly specified by Seller in writing. Customer shall not have nor obtain any right, title, or interest in or to any Seller's owned trademarks, tradenames, or other indications. Customer acknowledges all rights, title, and interest of Seller in respect of and to Seller's owned trademarks, tradenames, and other indications.
14. Attorneys' Fees. In the event there is any dispute concerning the terms of this agreement or the performance of any party, and any party retains counsel of the purpose of enforcing any of the provisions of this agreement or asserting the terms of this agreement in defense of any suit filed against said party, each party shall be solely responsible for its own costs and attorneys' fees incurred in connection with the dispute irrespective of whether or not a lawsuit is actually commenced or prosecuted to conclusion.
15. Invoices and Notices. All correspondence covering this Agreement must be addressed to ChemImage Corporation, 7325 Penn Ave., Suite 200, Pittsburgh, PA 15208. The parties agree that for any transactions subject to this Agreement, facsimile signatures shall be accepted as original signatures, orders may be transmitted electronically and any document created pursuant to this order may be maintained in an electronic document storage and retrieval system, a copy of which shall be considered an original. Neither party shall raise any objection to the authenticity of this Agreement or any document created hereunder, based on the use of a facsimile signature, electronic order or the use of a copy retrieved from an electronic storage system
16. Severability. In case any one or more provisions contained in this Agreement shall be invalid, illegal, or unenforceable in any respect, the validity, legality, or enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby
17. Notice. Any notice given under this Agreement shall be in writing and will be effective: (i) when delivered if delivered in person; or, (ii) three (3) days after deposited in the United States mail to the address provided on the first page of this Agreement. Email communications are solely for the convenience of the parties and will not constitute valid or effective legal notice for purposes of this Agreement.
18. Taxes Prices do not include any municipal, provincial, state or federal sales, use, excise, value added or similar taxes. Consequently, in addition to prices specified, the amount of any present or future taxes, duties and/or tariffs that may be imposed shall be paid by Customer, or in lieu thereof, Customer will provide Seller with a tax exemption certificate acceptable to the taxing authorities. International sales are subject to applicable transportation



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and import duties, licenses, and fees, or as agreed to by the purchase order.

19. Export Laws Customer agrees to comply with all applicable export laws, assurances, codes, and license requirements and controls of the United States and other applicable jurisdictions in connection with the use and resale of products including Customer's acceptance of responsibility for the payment of any relevant taxes or duties, etc..
20. ITAR Compliance. Customer is advised that this purchase order may involve goods or services subject to the International Traffic in Arms Regulations (ITAR) ITAR 22 CFR, Chapter 1, Sub-Chapter M, §120-§130, the Export Administration Regulations, and other applicable U.S. export laws and regulations, as may be amended from time to time. Sale of goods may be subject to licensing requirements by the U.S. Government, and may not be resold, diverted, transferred, or otherwise be disposed of, to any other country or to any person other than the authorized end-user or consignee(s), either in their original form or after being incorporated into other enditems, without first obtaining approval from the U.S. Department of State or use of an applicable exemption. If Customer is a U.S. company that engages in the business of either manufacturing or exporting defense articles or furnishing defense services, the Customer hereby certifies that it has registered with the U.S. Department of State, Directorate of Defense Trade Controls and understands its obligations to comply with the International Traffic in Arms Regulations (ITAR) and the Department of Commerce, Export Administration Regulations (EAR). Customer shall indemnify and hold Seller harmless from and against any liability claims, demands or expenses (including attorney's or other professional fees) arising from or relating to Customer's non-compliance with U.S. export laws.
21. Applicable Law This Agreement is governed by the laws of the State of California, excluding the United Nations Convention on Contracts for the International Sale of Goods ('CISG') and excluding its conflict of laws rules. Customer submits to the jurisdiction of the state and federal courts located in the State of California.
22. Entire Agreement; Additional or Different Provisions Rejected; Modifications; Amendment. This Agreement constitutes the entire agreement between Customer and Supplier, unless superseded by an additional Agreement signed by both parties. The parties may agree to amend provision(s) contained in these Terms and Conditions if such amendment (1) specifically references the provision(s) in these Terms and Conditions to be amended; (2) specifically provides how such provision(s) is amended, and (3) is executed by the President of Seller. Otherwise, this Agreement may be amended or renewed only by written agreement of both parties.


[Signature Page to Follow]



7325 Penn Avenue
Suite 200
Pittsburgh, PA 15208
Tel : 412.241.7335
Fax: 412.241.7311

In witness whereof, and intending to be legally bound hereby, the parties hereto agree to abide by the terms and conditions of this Agreement.

ChemImage Corporation:

Amanda McCombs  12/04/2020
02:55 PM EST
Amanda McCombs, CFO

Monterey County:

DocuSigned by:
Im Grant 12/9/2020 | 2:01 PM PST
4544C3405FD4480...
Monterey County Counsel

DocuSigned by:
Gary Giboney 12/9/2020 | 2:03 PM PST
D39318F5C1D8440...
Monterey County Auditor/Controller

Monterey County Contracts/Purchasing Officer



Monterey County Sheriff

Monterey County CA

1585 Kansas Ave
San Luis Obispo, ca 93405
USA

Dustin Headberg

Corrections
hedbergda@co.monterey.ca.us
(831) 759-7210

Reference: 20201103-131412777

Prepared: Dec. 4, 2020
Expires: Jan. 16, 2021
Prepared by: Robert Levy
Account Manager Western US
levyr@chemimage.com
+1 (775) 781-2525

Comments from Robert Levy

Dear Sergeant Headberg,

Thank you for your interest in our technology. Below you will find the requested solution and the options we discussed.

ChemImage understands the threat of illicit drugs smuggled into facilities through postal mail. Our customers also benefit from added security and intelligence data the Mail Screener provides.

This solution greatly increases facility security by empowering your officers with technology that will help them identify drugs hidden in the mail. We are committed to continually develop our technology with our customers to address the latest threats.

We look forward to earning your business.

Products & Services

Item & Description	Quantity	Unit Price	Total
VeroVision Mail Screener Mail Screener Gen 2	1	\$124,900.00	\$124,900.00
VVMS Presumptive Identification Allows user to preemptively identify detected contraband	1	\$9,900.00	\$9,900.00
ChemImage Mail Screener 12 month Extended Comprehensive Service Agreement	1	\$12,500.00	\$12,500.00

Second year of support. Library expansion when available. Material & labor covered (includes camera and filters). One annual preventative agreement

Subtotals

One-time subtotal	\$147,300.00
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Other Fees

Shipping and Handling	\$600.00
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Sales Tax Salinas, CA 9.25%	\$12,469.00
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Total	\$160,369.00
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Purchase Terms

If you have any questions, or if you require further information, please do not hesitate to contact the originator of this quotation. A summary of the key specifications and performance characteristics of the product are available upon request.

Shipping: 120 days ARO

Make checks payable to: ChemImage Corporation
accountsreceivable@chemimage.com
Federal E.I.N #542081245

Purchase of ChemImage products, software and services are subject to specific terms and conditions, which are incorporated by reference herein.

Your acceptance of these terms and conditions is required for order confirmation.

I hereby accept and acknowledge ChemImage's standard Terms and Conditions, referenced in the link above.

Signature

Date

Printed name

Questions? Contact me



Robert Levy

Account Manager Western US

levyr@chemimage.com

+1 (775) 781-2525

ChemImage

7325 Penn Avenue, Suite 200

Pittsburgh, PA 15208



Monterey County

Item No.30

Board Report

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

Legistar File Number: 20-1031

January 05, 2021

Introduced: 12/1/2020

Current Status: General Government -
Consent

Version: 1

Matter Type: General Agenda Item

- a. Ratify the execution by the County Contracts/Purchasing Officer, of standard services agreements with ASSET Security with a not to exceed amount of \$1000,000.00 to address the COVID-19 Pandemic and POMA Electric with a not to exceed amount of \$50,000.00 to address the Carmel Valley fire emergencies as outlined in the attached Exhibit A, for periods between September 1, 2020 through December 31, 2020.
- b. Authorize the Contracts/ Purchasing Officer or Contracts/Purchasing Supervisor, to execute amendments to the Agreements in an amount not to exceed 10% of the aggregate total of each agreement, that does not substantially change the scope of the agreement, during the pendency of identified emergencies.

RECOMMENDATION:

- a. Ratify the execution by the County Contracts/Purchasing Officer, of standard services agreements with ASSET Security with a not to exceed amount of \$1000,000.00 to address the COVID-19 Pandemic and POMA Electric with a not to exceed amount of \$50,000.00 to address the Carmel Valley fire emergencies as outlined in the attached Exhibit A, for periods between September 1, 2020 through December 31, 2020.
- b. Authorize the Contracts/ Purchasing Officer or Contracts/Purchasing Supervisor, to execute amendments to the Agreements in an amount not to exceed 10% of the aggregate total of each agreement, that does not substantially change the scope of the agreement, during the pendency of identified emergencies.

SUMMARY/DISCUSSION:

Contracts/Purchasing has been activated by the County Emergency Operation Center as the Logistics Support Section since March 2020. In this capacity, numerous agreements have been executed collaboratively in consultation with several emergency operatives and County Counsel to maintain public health and safety during the pendency of COVID-19 and fire related emergencies. The services outlined in Exhibit A are the associated Agreements that have been signed retroactive of services provided.

The COVID-19 Pandemic and fires are currently being monitored and managed by the service Agreements outlined in Exhibit A and are anticipated to extend beyond December 30, 2020. By approving and authorizing the Contracts/Purchasing Officer or his designee to execute the Agreements and associated Amendments in response to these emergencies, the continuity to services will be

sustainable.

OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed as to form and legality. During the activation of an emergency operation, the Auditor Controller does not approve fiscal provisions.

FINANCING:

Funds for these services are contained within the approved budget allocations of the department utilizing the services. Expenditures will depend on the actual services requested by the County.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

These actions will help ensure the timely provision of necessary services during the emergencies.

Mark a check to the related board of Supervisors Strategic Initiatives

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

Approved by: Michael Derr, Contracts/Purchasing Officer

Approved by: Gerry Malais, Emergency Services Manager

Attachment:

1. Exhibit A - COVID-19 and Fire Emergencies Agreements, Amendments and Attachments
2. ASSET Security, Inc. Executed Agreement
3. ASSET Security Exhibit A
4. POMA Electric Executed Agreement
5. POMA Electric Exhibit A



Monterey County

Item No.29

Board Report

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

Legistar File Number: 20-1031

January 05, 2021

Introduced: 12/1/2020

Current Status: General Government -
Consent

Version: 1

Matter Type: General Agenda Item

- a. Ratify the execution by the County Contracts/Purchasing Officer, of standard services agreements with ASSET Security with a not to exceed amount of \$1000,000.00 to address the COVID-19 Pandemic and POMA Electric with a not to exceed amount of \$50,000.00 to address the Carmel Valley fire emergencies as outlined in the attached Exhibit A, for periods between September 1, 2020 through December 31, 2020.
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Legistar File Number: 20-1031

approving and authorizing the Contracts/Purchasing Officer or his designee to execute the Agreements and associated Amendments in response to these emergencies, the continuity to services will be sustainable.

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BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

These actions will help ensure the timely provision of necessary services during the emergencies.

Mark a check to the related board of Supervisors Strategic Initiatives

☐ Economic Development
☒ Administration
☐ Health & Human Services
☐ Infrastructure
☒ Public Safety

Approved by: Michael Derr, Contracts/Purchasing Officer

DocuSigned by:

12/22/2020

Debra Wilson, Contracts/Purchasing Supervisor

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Approved by: Gerry Malais, Emergency Services Manager

DocuSigned by:

12/22/2020

Gerry Malais

787186328458486...

Attachment:

1. Exhibit A - COVID-19 and Fire Emergencies Agreements, Amendments and Attachments
2. ASSET Security, Inc. Executed Agreement
3. ASSET Security Exhibit A
4. POMA Electric Executed Agreement
5. POMA Electric Exhibit A

Security for Seaside High School Test Site
Asset Security

MYA Number
*5473

Original Start Date
10/20/2020

Electrical Services for Carmel Fire
POMA Electric

*5472

9/1/2020

Original End Date	Original Amount
12/31/2020	\$ 100,000.00

12/31/2020	\$ 50,000.00
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COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:
A.S.S.E.T. Private Security Inc.

_____,
(hereinafter "CONTRACTOR").

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

1.0 GENERAL DESCRIPTION:

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

Provide:

In response to COVID-19 pandemic, to provide Private Security Services at Seaside High School test site.

2.0 PAYMENT PROVISIONS:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: \$ 100,000.00

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from October 20, 2020 to December 31, 2020, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

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:

A.S.S.E.T. Private Security Inc.
\$100,000.00

5.0 PERFORMANCE STANDARDS:

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

6.0 PAYMENT CONDITIONS:

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

7.0 TERMINATION:

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

- 7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.
- 7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

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

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

- 9.02 **Qualifying Insurers:** All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to

the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

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

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

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

Requestor must check the appropriate Automobile Insurance Threshold:

Requestor must check the appropriate box.



Agreement Under \$100,000 Business Automobile Liability Insurance: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.



Agreement Over \$100,000 Business Automobile Liability Insurance: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

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

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

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

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or

errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a “claims-made” basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage (“tail coverage”) with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

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

9.04 **Other Requirements:**

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

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

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

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

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

10.0 **RECORDS AND CONFIDENTIALITY:**

- 10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.5 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 NON-DISCRIMINATION:

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

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 INDEPENDENT CONTRACTOR:

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

14.0 NOTICES:

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

FOR COUNTY:	FOR CONTRACTOR:
Mike Derr Contracts/Purchasing officer	A.S.S.E.T. Private Security Inc. Alan Tucker, Owner
Name and Title 1488 Schilling Place Salinas CA 93901	Name and Title 36 Quail Run Cir. Suite 100-O Salinas CA 93907
Address (831) 755-4992	Address (831) 800-7068
Phone:	Phone:

15.0 MISCELLANEOUS PROVISIONS.

- 15.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 15.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

- 15.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.08 **Compliance with Applicable Law:** The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 15.12 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 15.13 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

16.0 SIGNATURE PAGE.

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

<p>COUNTY OF MONTEREY</p> <p>By: <u>Michael R. Derr</u> <small>3679A2E8F649429...</small> Contracts/Purchasing Officer</p> <p>Date: <u>11/9/2020</u></p> <p>By: _____ Department Head (if applicable)</p> <p>Date: _____</p> <p>By: _____ Board of Supervisors (if applicable)</p> <p>Date: _____</p> <p>Approved as to Form Office of the County Counsel Leslie J. Girard, County Counsel</p> <p>By: <u>Marina Pantchenko</u> <small>65EE9F1502BD412...</small> County Counsel</p> <p>Date: <u>11/9/2020</u></p> <p>Approved as to Fiscal Provisions Office of the County Counsel</p> <p>By: <u>Gary Giboney</u> <small>D3834BFEC4D8440...</small> Auditor/Controller</p> <p>Date: <u>11/9/2020</u></p> <p>Approved as to Liability Provisions Office of the County Counsel-Risk Manager Leslie J. Girard, County Counsel-Risk Manager</p> <p>By: _____ Risk Management</p> <p>Date: _____</p>	<p>CONTRACTOR</p> <p>A.S.S.E.T. Private Security</p> <p>Contractor's Business Name*</p> <p>By: <u>Alan Tucker</u> <small>DB42A5AECDD1C4E3</small> (Signature of Chair, President, or Vice-President) * Alan Tucker COO</p> <p>Name and Title</p> <p>Date: <u>10/29/2020</u></p> <p>By: <u>Jay A. Agamao</u> <small>FF3283656E29459...</small> (Signature of Secretary, Asst. Secretary, CEO, Treasurer or Asst. Treasure) * Jay A. Agamao CEO</p> <p>Name and Title</p> <p>Date: <u>10/30/2020</u></p>
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County Board of Supervisors' Agreement Number: _____, **approved on (date):** _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

¹Approval by County Counsel is required

²Approval by Auditor-Controller is required

³Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

EXHIBIT A

SCOPE OF WORK

1. CONTRACTOR will provide a security presence and visual deterrent to disobedience of the pre-determined code of conduct. CONTRACTOR will encourage voluntary compliance to the agreed upon rules. If challenged, CONTRACTOR will attempt to mediate the issue and stand-by while they contact a designated Alternate Shelter Site staff member (On Site Manager).
 - a. If a situation rises to the level of a possible criminal violation that is non-emergency, the CONTRACTOR will follow CONTRACTOR'S standard policy protocols for addressing the issue. In the event of an emergency, 911 should be immediately utilized to request the appropriate response. Although physical altercations between PSOs and any person they are dealing with should be avoided, it does not negate the PSOs legal right to defend themselves as needed in accordance with their policy and the law.
 - b. Minimum Staffing – CONTRACTOR will assign an officer to each entrance / exit from the site. CONTRACTOR will assign a two-person roving patrol within the perimeter of the site. Based upon the number of guests at the alternative housing site, the COUNTY may increase the minimum coverage.
 - c. COUNTY will establish a main entrance at each site. CONTRACTOR will ensure the main entrance will be the only means of access or exit for guests at the site. Any secondary access will be restricted to use by emergency personnel.
 - d. COUNTY will conduct a security screening of any potential guest of the housing site. Minimally, COUNTY will check
 1. Local Criminal History
 2. For any outstanding warrants
 3. For any active restraining orders
 4. Probation terms
 5. Sex Registrant Status
 - e. COUNTY will inform all incoming guests that weapons, alcohol, and illicit drugs are not allowed at the site. With the permission of entrant, CONTRACTOR will use metal detector wands on all incoming guests to search for weapons. With the permission of entrant, CONTRACTOR will also search new guests for alcohol or drugs.
 - f. Entry to the Alternative Housing Site. CONTRACTOR will restrict access to the site for all persons except the following.
 1. Official Guests
 2. Official Staff members working at the site. All assigned personnel will display Government Identification to gain access to the site. Official Identification for staff members will be visibly displayed while in the site.

- g. Exit from the Alternative Housing Site. Guests of the Alternative Housing Site are not permitted to leave without being cleared by the on-site manager or designee. If a guest attempts to leave without proper clearance, CONTRACTOR will accompany the guest to the site manager or designee. COUNTY will arrange for the guest's transportation back to their place of residence. If the guest is uncooperative or combative, CONTRACTOR will notify the Emergency Operations Center so law enforcement can be dispatched. CONTRACTOR will not attempt to detain or physically restrain guests that attempt to leave.
- h. Roving Patrols – CONTRACTOR will actively patrol the inner perimeter of the Alternative Housing Site. The inner perimeter patrols will:
 - 1. Ensure all gates are secure
 - 2. Roving patrols will assist in ensuring the "Code of Conduct" rules and other conditions are being followed and if there are issues with persons not complying the persons will be reminded of the rules and if needed the on-site manager will be advised to determine if persons need to be processed out.

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:
Robert Joseph Poma, dba POMA ELECTRIC

(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:

Electrician Services for Carmel River Fire

2.0 PAYMENT PROVISIONS:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: \$ 50,000.00

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from 09/01/2020 to 12/31/2020, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

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:

POMA Electric NET - \$50k
9/1/2020 - 12/31/3030

5.0 PERFORMANCE STANDARDS:

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

6.0 PAYMENT CONDITIONS:

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

7.0 TERMINATION:

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

- 7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.
- 7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

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

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

- 9.02 **Qualifying Insurers:** All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to

the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

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

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

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

Requestor must check the appropriate Automobile Insurance Threshold:

Requestor must check the appropriate box.

☒ **Agreement Under \$100,000 Business Automobile Liability Insurance:** covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

☐ **Agreement Over \$100,000 Business Automobile Liability Insurance:** covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

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

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

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

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or

errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a “claims-made” basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage (“tail coverage”) with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

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

9.04 **Other Requirements:**

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

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

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

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

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

10.0 **RECORDS AND CONFIDENTIALITY:**

- 10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.5 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 NON-DISCRIMINATION:

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

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 INDEPENDENT CONTRACTOR:

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

14.0 NOTICES:

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

FOR COUNTY:	FOR CONTRACTOR:
Michael R. Derr Contracts/Purchasing Officer	Robert Joseph Poma dba POMA Electric
Name and Title 1488 Schilling Pl Salinas, CA 93901	Name and Title 220-C San Benancio Rd. Salinas, CA 93908
Address 831-755-4992	Address 831-238-3656
Phone:	Phone:

15.0 MISCELLANEOUS PROVISIONS.

- 15.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 15.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

- 15.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.08 **Compliance with Applicable Law:** The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 15.12 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 15.13 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

16.0 SIGNATURE PAGE.

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

<p>COUNTY OF MONTEREY</p> <p>By: <u>Michael R. Derr</u> <small>367942E6F649429...</small> Contracts/Purchasing Officer</p> <p>Date: <u>11/10/2020</u></p> <p>By: _____ Department Head (if applicable)</p> <p>Date: _____</p> <p>By: _____ Board of Supervisors (if applicable)</p> <p>Date: _____</p> <p>Approved as to Form¹ <u>Marina Pantchenko</u> <small>05EE9F1502BD412...</small> County Counsel</p> <p>Date: <u>11/10/2020</u></p> <p>Approved as to Fiscal Provisions²</p> <p>By: _____ Auditor/Controller</p> <p>Date: _____</p> <p>Approved as to Liability Provisions³</p> <p>By: _____ Risk Management</p> <p>Date: _____</p>	<p style="text-align: center;">CONTRACTOR</p> <p>Poma Electric</p> <p>_____ Contractor's Business Name*</p> <p>By: <u>Donna Poma</u> <small>ABFC374C296944A...</small> (Signature of Chair, President, or Vice-President) *</p> <p>Donna Poma office mgr.</p> <p>_____ Name and Title</p> <p>Date: <u>11/2/2020</u></p> <p>By: _____ (Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasure) *</p> <p>_____ Name and Title</p> <p>Date: _____</p>
---	--

County Board of Supervisors' Agreement Number: _____, **approved on (date):** _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

¹Approval by County Counsel is required

²Approval by Auditor-Controller is required

³Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

EXHIBIT A**Scope of services / Fees**

Contractor shall perform at various facilities for Monterey County during Carmel Fire.

- a. Setting up temporary power for generators.
- b. Providing fuel and diesel exhaust fluid for generators and refuel as needed.

Pomo Electric is on a stand-by-time during Carmel Fire incident.

HOURLY RATES	
Non-supervisory	\$160.50
Supervisory	\$160.50
Overtime	\$240.75
Double Time (Sundays & Holidays)	\$321.00



Monterey County

Item No.31

Board Report

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

Legistar File Number: 20-1034

January 05, 2021

Introduced: 12/2/2020

Current Status: General Government -
Consent

Version: 1

Matter Type: General Agenda Item

Adopt a Resolution to Approve a Zero Property Tax Transfer for the Proposed Carmel Area Wastewater District 2020 Sphere of Influence Amendment/Annexation Proposal.

RECOMMENDATION:

It is recommended that the Board of Supervisors adopt a resolution to approve a zero property tax transfer for the proposed Carmel Area Wastewater District 2020 Sphere of Influence Amendment/Annexation Proposal.

SUMMARY:

The Monterey County Local Agency Formation Commission (LAFCO) has received a proposal for a sphere of influence amendment and annexation of numerous parcels into to the Carmel Area Wastewater District. The recommended zero property tax transfer must be approved prior to LAFCO determining the application complete. Attached for the Board's consideration is the recommended zero property tax transfer resolution and a map showing the locations of the various affected properties.

DISCUSSION:

The Monterey County LAFCO has received a proposal involving a sphere of influence amendment and annexation to the Carmel Area Wastewater District of numerous parcels totaling 1,020 acres. The parcels are located in four geographic areas as follows:

1. Carmel Valley Area
 - a. Carmel Valley Manor
 - b. Valley Hills Shopping Center and surrounding area
 - c. Cypress lane, Prado Del Sol and Meadows Road
 - d. Schulte Road and surrounding area
 - e. Mid-Valley Shopping Center and adjacent parcels
2. Point Lobos Area (Larsen property)
3. North Carmel Highlands
 - a. Corona Road
 - b. Properties west of Hwy 1 in north Carmel Highlands
4. South Carmel Highlands
 - a. Yankee Point
 - b. Otter Cove

Once annexed into the District, owners of parcels in the areas listed above could avail themselves of

the opportunity to connect to the District for sanitary sewer services.

Revenue and Taxation Code Section 99 requires a county Board of Supervisors to determine an appropriate tax transfer for all jurisdictional changes of organization occurring within the county which could affect the service responsibility of any special district. Pursuant to Revenue and Taxation Code Section 99(b)(6), the Executive Officer of LAFCO shall not issue a Certificate of Filing (Government Code Section 56828) for a change of organization until an exchange of property tax revenue is negotiated.

On April 29, 1980, the Monterey County Board of Supervisors approved and adopted a formula and policies for determining property tax transfer resulting from jurisdictional changes involving special districts (Resolution No. 80-249). These policies provide that no property tax transfers are to occur for annexations to service and utility-type districts such as the Carmel Area Wastewater District. The recommended Board action will memorialize the fact that no property tax will be exchanged in the annexation of the above areas into the Carmel Area Wastewater District

OTHER AGENCY INVOLVEMENT:

The tax transfer resolution has been approved as to form by County Counsel.

FINANCING:

There is no impact on the General Fund.

Prepared by:

Nicholas E Chiulos
Assistant County Administrative Officer

Date: December 2, 2020

Attachment: Map of Proposed Doyle Annexation to Carmel Area Wastewater District
Draft Board of Supervisor's resolution



Monterey County

Item No.

Board Report

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

Legistar File Number: 20-1034

January 05, 2021

Introduced: 12/2/2020

Current Status: Agenda Ready

Version: 1

Matter Type: General Agenda Item

Adopt a Resolution to Approve a Zero Property Tax Transfer for the Proposed Carmel Area Wastewater District 2020 Sphere of Influence Amendment/Annexation Proposal.

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 - a. Corona Road
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 - b. Otter Cove

Once annexed into the District, owners of parcels in the areas listed above could avail themselves of the opportunity to connect to the District for sanitary sewer services.

Legistar File Number: 20-1034

Revenue and Taxation Code Section 99 requires a county Board of Supervisors to determine an appropriate tax transfer for all jurisdictional changes of organization occurring within the county which could affect the service responsibility of any special district. Pursuant to Revenue and Taxation Code Section 99(b)(6), the Executive Officer of LAFCO shall not issue a Certificate of Filing (Government Code Section 56828) for a change of organization until an exchange of property tax revenue is negotiated.

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OTHER AGENCY INVOLVEMENT:

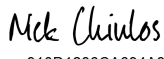
The tax transfer resolution has been approved as to form by County Counsel.

FINANCING:

There is no impact on the General Fund.

Prepared by:

Nicholas E Chiulos
Assistant County Administrative Officer

DocuSigned by:
 12/16/2020 | 1:45 PM PST
910D1286CA694A8...

Date: December 2, 2020

Attachment: Map of Proposed Doyle Annexation to Carmel Area Wastewater District
Draft Board of Supervisor's resolution

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

Resolution No.

Resolution of the Monterey County Board of)
Supervisors Approving a Zero Property Tax)
Transfer for the Carmel Area Wastewater)
District 2020 Proposed Sphere of Influence)
Amendment and Annexation of Various)
Parcels to the Carmel Area Wastewater)
District)

WHEREAS, the Monterey County Local Agency Formation Commission (LAFCO) has received a proposal involving a sphere of influence amendment and annexation of various parcels to the Carmel Area Wastewater District ; and

WHEREAS, Revenue and Taxation Code Section 99 requires a county Board of Supervisors to determine an appropriate tax transfer for all jurisdictional changes of organization occurring within a county which could affect the service responsibility of any special district; and

WHEREAS, pursuant to Revenue and Taxation Code Section 99(b)(6), the Executive Officer of LAFCO shall not issue a Certificate of Filing (Government Code Section 56828) for a change of organization until an exchange of property tax revenue is negotiated; and

WHEREAS, the Monterey County Board of Supervisors approved and adopted a formula and policies for determining property tax transfer resulting from jurisdictional changes involving special districts (Resolution No. 80-249);

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors does hereby resolve, determine and order a Zero Property Tax Transfer involving the proposed sphere of influence amendment and annexation of various parcels to the Carmel Area Wastewater District in accordance with Monterey County Resolution No. 80-249.

PASSED AND ADOPTED on this 5th day of January, 2021 by the following vote, to-wit:

AYES:

NOES:

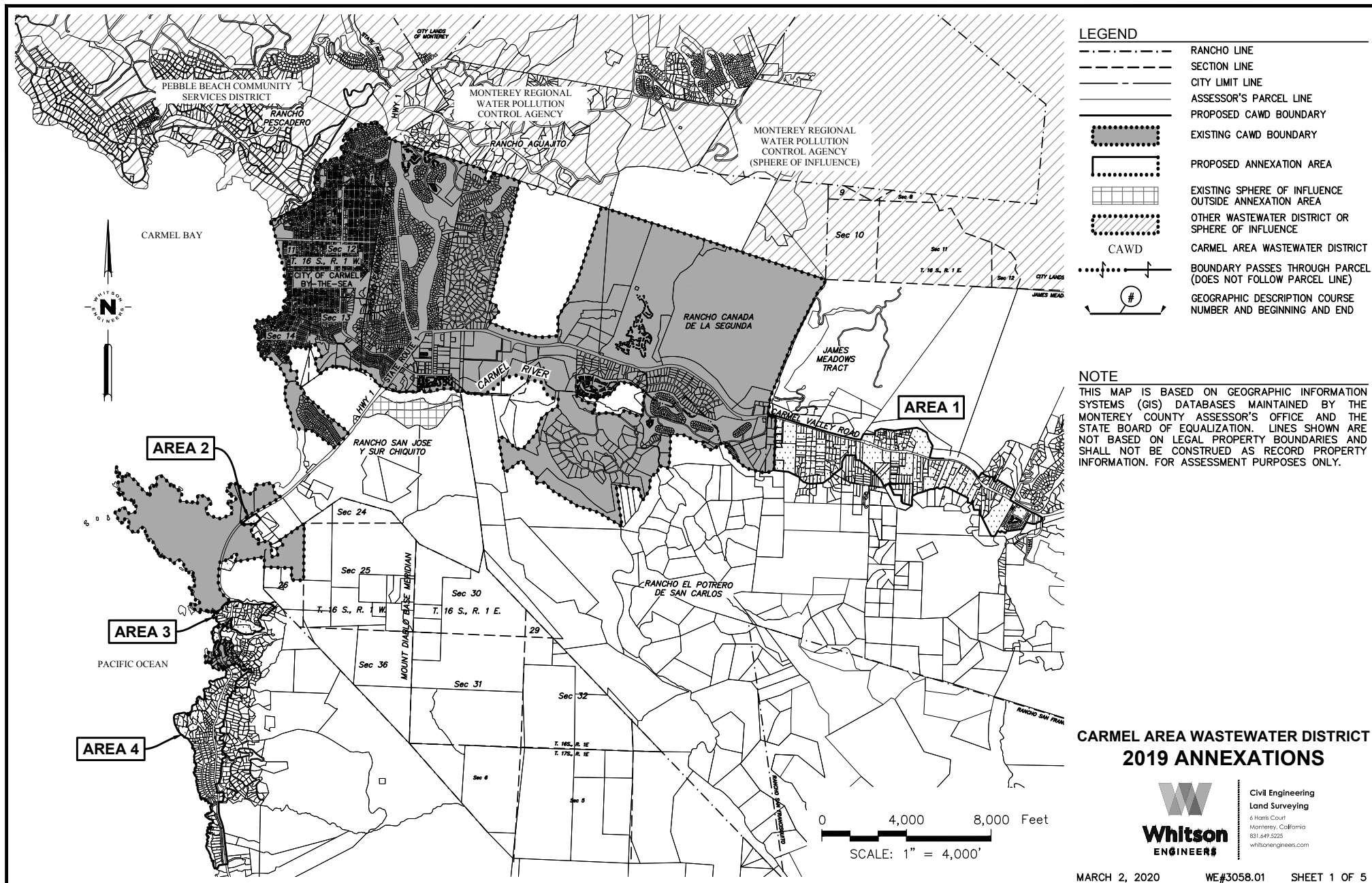
ABSENT:

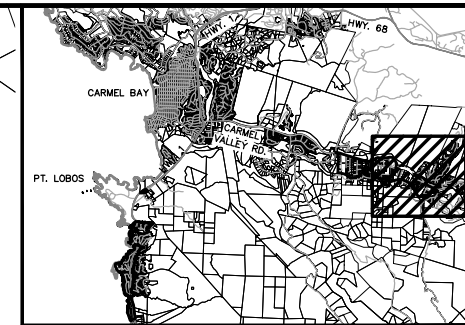
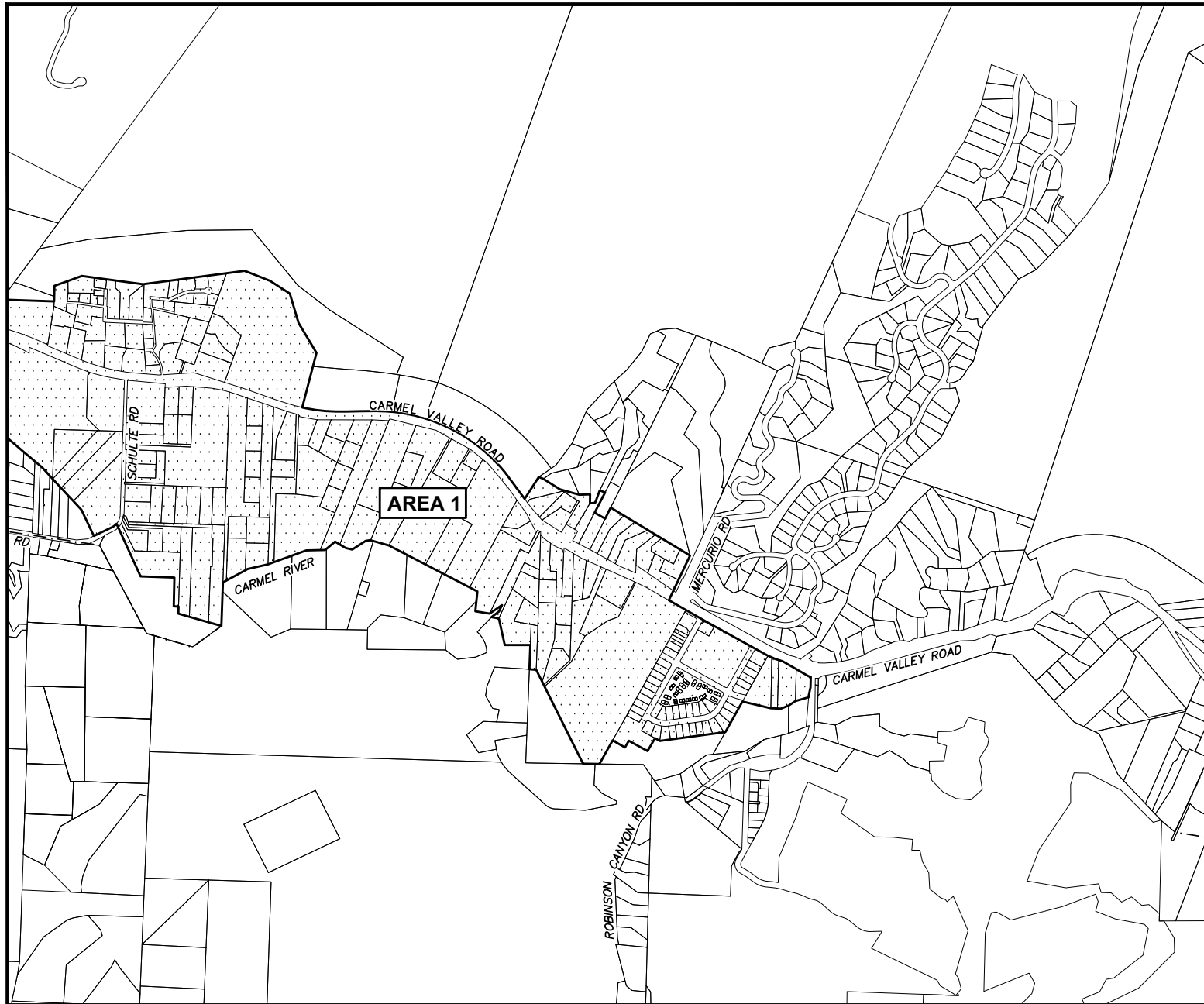
I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book___ for the meeting on _____.

Dated:

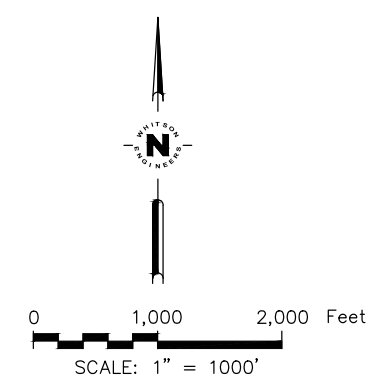
Valeri Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

By _____
Deputy





KEY MAP SCALE: 1" = 3 MILES

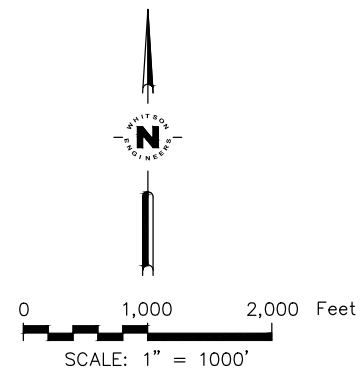
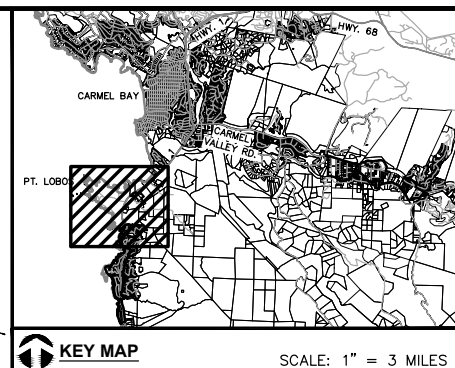
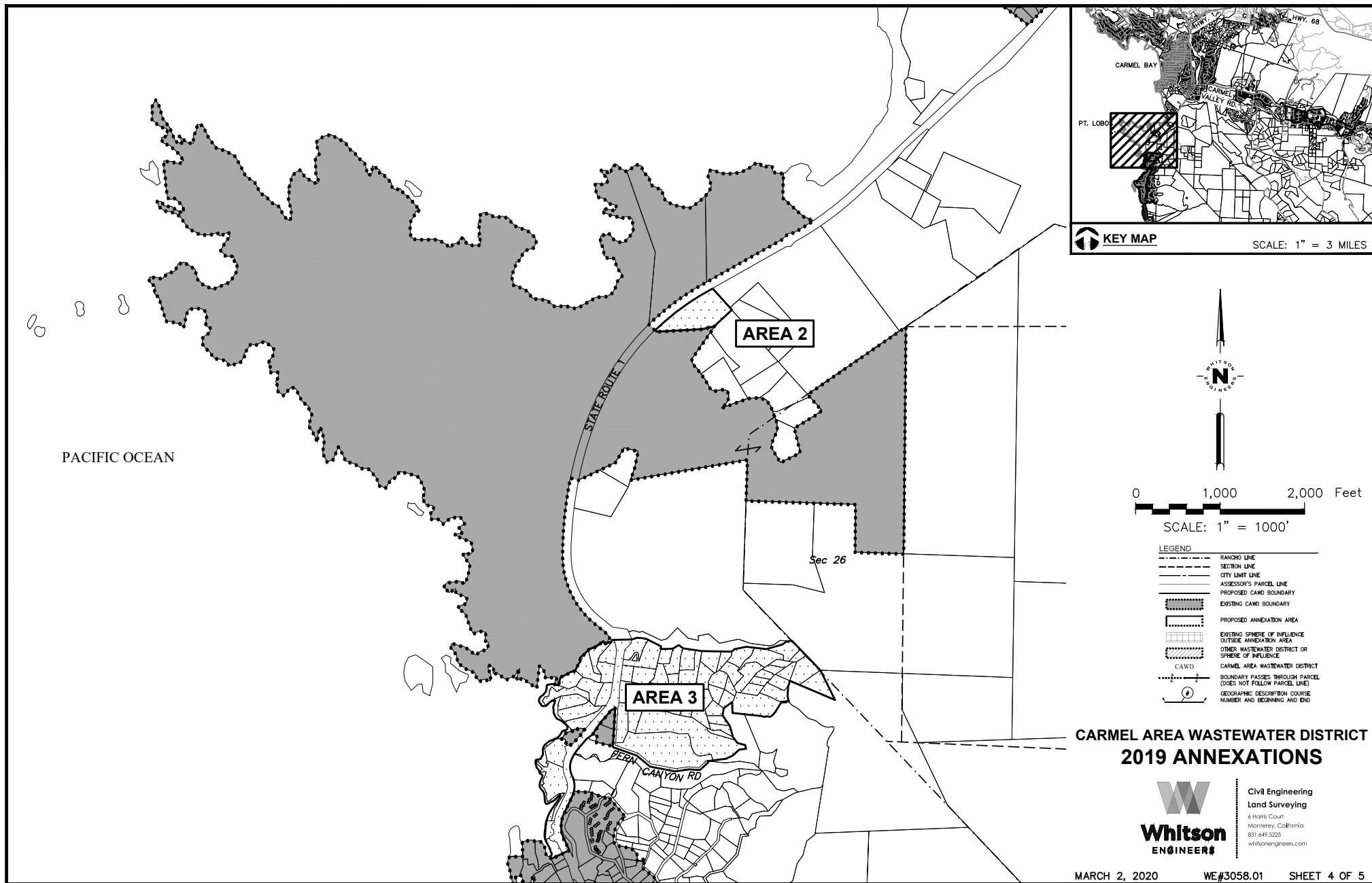


- LEGEND**
- RANCHO LINE
 - SECTION LINE
 - CITY LIMIT LINE
 - ASSESSOR'S PARCEL LINE
 - PROPOSED CAWD BOUNDARY
 - EXISTING CAWD BOUNDARY
 - PROPOSED ANNEXATION AREA
 - EXISTING SPHERE OF INFLUENCE
 - OUTSIDE ANNEXATION AREA
 - OTHER WASTEWATER DISTRICT OR SPHERE OF INFLUENCE
 - CAWD
 - BOUNDARY PASSES THROUGH PARCEL (DOES NOT FOLLOW PARCEL LINE)
 - GEOGRAPHIC DESCRIPTION COURSE NUMBER AND BEGINNING AND END

CARMEL AREA WASTEWATER DISTRICT 2019 ANNEXATIONS

Whitson
ENGINEERS

Civil Engineering
Land Surveying
6 Harris Court
Monterey, California
939.449.5225
whitsonengineers.com

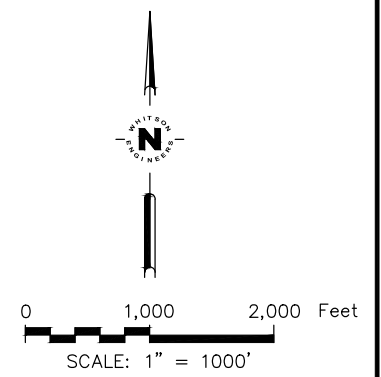
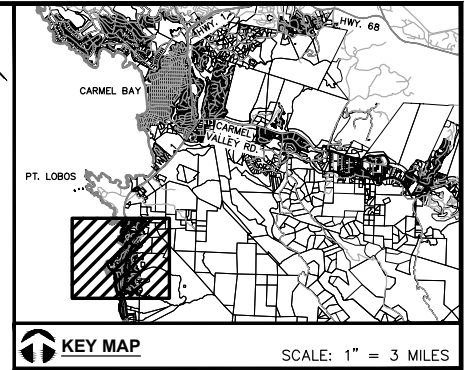
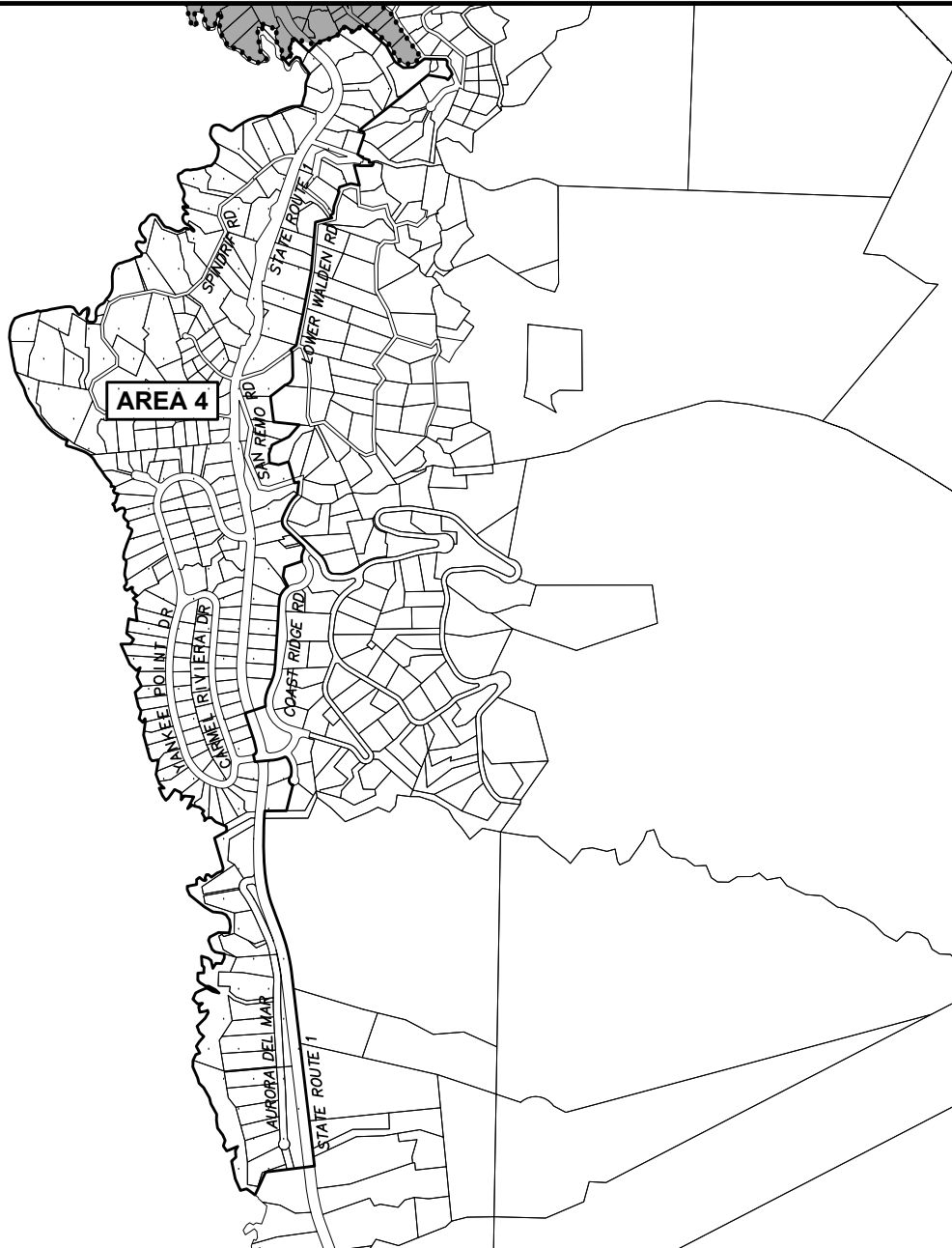


- LEGEND**
- RANCHO LINE
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CARMEL AREA WASTEWATER DISTRICT 2019 ANNEXATIONS

Whitson
ENGINEERS

Civil Engineering
Land Surveying
6 Harris Court
Monterey, California
931.649.5225
whitsonengineers.com



LEGEND

	RANCHO LINE
	SECTION LINE
	CITY LIMIT LINE
	ASSESSOR'S PARCEL LINE
	PROPOSED CAWD BOUNDARY
	EXISTING CAWD BOUNDARY
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	OTHER WASTEWATER DISTRICT OR SPHERE OF INFLUENCE
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	BOUNDARY PASSES THROUGH PARCEL (DOES NOT FOLLOW PARCEL LINE)
	GEOGRAPHIC DESCRIPTION COURSE NUMBER AND BEGINNING AND END

CARMEL AREA WASTEWATER DISTRICT 2019 ANNEXATIONS

Whitson
ENGINEERS

Civil Engineering
Land Surveying
6 Harris Court
Monterey, California
831.449.5225
whitsonengineers.com



Monterey County

Item No.32

Board Report

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

Legistar File Number: RES 20-221

January 05, 2021

Introduced: 12/14/2020

Current Status: General Government -
Consent

Version: 1

Matter Type: BoS Resolution

- a. Adopt a Resolution to amend Treasurer-Tax Collector Revenue Division Budget Unit 1170-8264-001-TRE001 to reallocate one (1.0) vacant Accounting Clerical Supervisor to one (1.0) Accountant III; and
- b. Direct the County Administrative Office and the Auditor-Controller to incorporate the approved changes in the FY 2020-21 Adopted Budget and the Human Resources Department to implement the changes in the Advantage HRM system.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Adopt a Resolution to amend Treasurer-Tax Collector Revenue Division Budget Unit 1170-8264-001-TRE001 to reallocate one (1.0) vacant Accounting Clerical Supervisor to one (1.0) Accountant III; and
- b. Direct the County Administrative Office and the Auditor-Controller to incorporate the approved changes in the FY 2020-21 Adopted Budget and the Human Resources Department to implement the changes in the Advantage HRM system.

SUMMARY:

The Treasurer-Tax Collector (TTC) is requesting Board of Supervisors approval to reallocate a vacant Accounting Clerical Supervisor position to Accountant III as a next step in reorganizing and streamlining management functions in the Revenue Division.

DISCUSSION:

The Office of the Treasurer-Tax Collector (TTC) is comprised of three distinctive divisional units: Tax, Revenue, and Treasury. The TTC's Revenue Division Account Clerk Team includes nine budgeted account clerks currently performing all TTC internal cashiering and direct customer service tasks. Traditionally, the account clerks have been supervised by an Accounting Clerical Supervisor (ACS). This position was vacated in February of 2020 when the incumbent accepted a promotional opportunity with another County department. The Division's ACS and Supervising Revenue Officer (SRO) classifications have been overseen by a Management Analyst (MA) III, which was vacated due to an internal promotion in May of 2020. This management structure was more logical when the Account Clerk Team only performed cashiering and customer service tasks for the Revenue Division. In recent years, team and management responsibilities have increased due to successfully cross-training account clerks to perform appropriate-level tasks across the TTC's three divisions.

Given these changes and Countywide succession planning goals, the department has undertaken a

reorganization of the Revenue Division starting with underfilling the MA III classification through competitive promotion of the SRO to an MA II to directly manage the Division's team of nine revenue officers. The Accountant III will be responsible for management and oversight of cashiering and customer service functions for the department, related collections reconciliation requirements, and continual process and customer service improvement for this cross-divisional team. This position also fulfills higher-level support of finance and budget functions specific to the Revenue Division's Comprehensive Collections Program (CCP). Additional higher-level tasks would include but are not limited to monthly cash statement preparation, budget analysis and reporting, contract oversight, monthly reconciliation of revenue collections, and various reporting requirements to recover the costs of operating a CCP in compliance with Penal Code section 1463.007 and the Court/County Memorandum of Understanding (MOU) with the local Superior Court. Management reorganization in the Revenue Division adjusts management-level functions specific to Division requirements, more evenly distributing workload and management oversight, increasing backup, and enhancing internal growth opportunities and succession planning. Approval of the Accountant III effectively completes the TTC's Revenue Division management reorganization, providing savings to the cost of collections program, while appropriately aligning this critical oversight position to similar levels of responsibility, accountability, and compensation with internal management peers. The recommended reallocation is detailed below:

Treasurer-Tax Collector - Revenue Division 1170-8264-001-TRE001

	Class	Classification	Current	FTE	Revised
	Code	Title	FTEs	Change	FTEs
From:	80J20	Accounting Clerical Supervisor	1.0	(1.0)	0.0
To:	20B12	Accountant III	0.0	1.0	1.0

OTHER AGENCY INVOLVEMENT:

The Human Resources Department has approved the "Request to Classify" and supports the reallocation. The Board's Budget Committee approved supporting the recommendations at its meeting on December 16, 2020.

FINANCING:

The FY 2020-21 Adopted Budget includes \$108,856 for the Accounting Clerical Supervisor (ACS). Since the previous incumbent accepted a promotion to another department, the position has been held vacant pending restructuring of management positions in the TTC - Revenue Division. Assuming the position is filled in March 2021, savings from the ACS vacancy will cover current year costs for the reallocated Accountant III, estimated at approximately \$47,000. Annualized cost savings from the Division's current streamlining and restructuring of management positions will more than cover the estimated \$44,750 annual cost increase of the reallocated position. Expenditure changes will be addressed within the TTC's requested budget for FY 2021-22. Costs for the TTC - Revenue Division budget are offset by funding for collections through the Comprehensive Collection Program (CCP) per PC 1463.007. Approval of the recommended reallocation has no impact on the County's General Fund.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This recommendation supports the Administration initiative for providing transparency and

accountability in the billing, collection, management, banking, investment, and reporting of County and other public agency funds.

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

Prepared by: Jake Stroud, Deputy Treasurer-Tax Collector, x5828

Approved by: Mary A. Zeeb, Treasurer-Tax Collector, x5015

Attachment: Resolution, Position Reallocation



Monterey County

Item No.

Board Report

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

Legistar File Number: RES 20-221

January 05, 2021

Introduced: 12/14/2020

Current Status: Agenda Ready

Version: 1

Matter Type: BoS Resolution

- a. Adopt a Resolution to amend Treasurer-Tax Collector Revenue Division Budget Unit 1170-8264 -001-TRE001 to reallocate one (1.0) vacant Accounting Clerical Supervisor to one (1.0) Accountant III; and
- b. Direct the County Administrative Office and the Auditor-Controller to incorporate the approved changes in the FY 2020-21 Adopted Budget and the Human Resources Department to implement the changes in the Advantage HRM system.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Adopt a Resolution to amend Treasurer-Tax Collector Revenue Division Budget Unit 1170-8264 -001-TRE001 to reallocate one (1.0) vacant Accounting Clerical Supervisor to one (1.0) Accountant III; and
- b. Direct the County Administrative Office and the Auditor-Controller to incorporate the approved changes in the FY 2020-21 Adopted Budget and the Human Resources Department to implement the changes in the Advantage HRM system.

SUMMARY:

The Treasurer-Tax Collector (TTC) is requesting Board of Supervisors approval to reallocate a vacant Accounting Clerical Supervisor position to Accountant III as a next step in reorganizing and streamlining management functions in the Revenue Division.

DISCUSSION:

The Office of the Treasurer-Tax Collector (TTC) is comprised of three distinctive divisional units: Tax, Revenue, and Treasury. The TTC's Revenue Division Account Clerk Team includes nine budgeted account clerks currently performing all TTC internal cashiering and direct customer service tasks. Traditionally, the account clerks have been supervised by an Accounting Clerical Supervisor (ACS). This position was vacated in February of 2020 when the incumbent accepted a promotional opportunity with another County department. The Division's ACS and Supervising Revenue Officer (SRO) classifications have been overseen by a Management Analyst (MA) III, which was vacated due to an internal promotion in May of 2020. This management structure was more logical when the Account Clerk Team only performed cashiering and customer service tasks for the Revenue Division. In recent years, team and management responsibilities have increased due to successfully cross-training account clerks to perform appropriate-level tasks across the TTC's three divisions.

Given these changes and Countywide succession planning goals, the department has undertaken a reorganization of the Revenue Division starting with underfilling the MA III classification through

competitive promotion of the SRO to an MA II to directly manage the Division's team of nine revenue officers. The Accountant III will be responsible for management and oversight of cashiering and customer service functions for the department, related collections reconciliation requirements, and continual process and customer service improvement for this cross-divisional team. This position also fulfills higher-level support of finance and budget functions specific to the Revenue Division's Comprehensive Collections Program (CCP). Additional higher-level tasks would include but are not limited to monthly cash statement preparation, budget analysis and reporting, contract oversight, monthly reconciliation of revenue collections, and various reporting requirements to recover the costs of operating a CCP in compliance with Penal Code section 1463.007 and the Court/County Memorandum of Understanding (MOU) with the local Superior Court. Management reorganization in the Revenue Division adjusts management-level functions specific to Division requirements, more evenly distributing workload and management oversight, increasing backup, and enhancing internal growth opportunities and succession planning. Approval of the Accountant III effectively completes the TTC's Revenue Division management reorganization, providing savings to the cost of collections program, while appropriately aligning this critical oversight position to similar levels of responsibility, accountability, and compensation with internal management peers. The recommended reallocation is detailed below:

Treasurer-Tax Collector - Revenue Division 1170-8264-001-TRE001

	<u>Class</u>	<u>Classification</u>	<u>Current</u>	<u>FTE</u>	<u>Revised</u>
	<u>Code</u>	<u>Title</u>	<u>FTEs</u>	<u>Change</u>	<u>FTEs</u>
From:	80J20	Accounting Clerical Supervisor	1.0	(1.0)	0.0
To:	20B12	Accountant III	0.0	1.0	1.0

OTHER AGENCY INVOLVEMENT:

The Human Resources Department has approved the "Request to Classify" and supports the reallocation. The Board's Budget Committee approved supporting the recommendations at its meeting on December 16, 2020.

FINANCING:

The FY 2020-21 Adopted Budget includes \$108,856 for the Accounting Clerical Supervisor (ACS). Since the previous incumbent accepted a promotion to another department, the position has been held vacant pending restructuring of management positions in the TTC - Revenue Division. Assuming the position is filled in March 2021, savings from the ACS vacancy will cover current year costs for the reallocated Accountant III, estimated at approximately \$47,000. Annualized cost savings from the Division's current streamlining and restructuring of management positions will more than cover the estimated \$44,750 annual cost increase of the reallocated position. Expenditure changes will be addressed within the TTC's requested budget for FY 2021-22. Costs for the TTC - Revenue Division budget are offset by funding for collections through the Comprehensive Collection Program (CCP) per PC 1463.007. Approval of the recommended reallocation has no impact on the County's General Fund.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This recommendation supports the Administration initiative for providing transparency and accountability in the billing, collection, management, banking, investment, and reporting of County and

Legistar File Number: RES 20-221

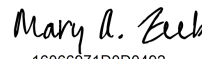
other public agency funds.

☐ Economic Development
☒ Administration
☐ Health & Human Services
☐ Infrastructure
☐ Public Safety

DocuSigned by:

90E7E050754D4DE...

Prepared by: Jake Stroud, Deputy Treasurer-Tax Collector, x5828

DocuSigned by:

16066971D0D0492...

Approved by: Mary A. Zeeb, Treasurer-Tax Collector, x5015

Attachment: Resolution, Position Reallocation

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

Resolution No.:

Adopted Resolution No. 21- to:

- a. Amend the Treasurer-Tax Collector Revenue Division Budget Unit 1170-8264-001-TRE001 to reallocate one (1.0) vacant Accounting Clerical Supervisor to one (1.0) Accountant III; and)
- b. Direct the County Administrative Office and the Auditor-Controller to incorporate the approved changes in the FY 2020-21 Adopted Budget and the Human Resources Department to implement the changes in the Advantage HRM system.)

WHEREAS, the department of Treasurer-Tax Collector is comprised of three distinctive functional areas: Property Tax, Revenue Division, and Treasury; and

WHEREAS, the Treasurer-Tax Collector is reorganizing and streamlining management functions in the Revenue Division; and

WHEREAS, it has been determined that reallocation of the vacant Accounting Clerical Supervisor to Accountant III more appropriately addresses expanded cashiering and customer service functions of the Office of the Treasurer-Tax Collector and Revenue Division collections and reporting requirements of the Comprehensive Collections Program (CCP) in compliance with Penal Code Section 1463.007 and the Court/County Memorandum of Understanding (MOU) with the local Superior Court; and

WHEREAS, management reorganization in the Revenue Division adjusts management-level functions specific to Division requirements, more evenly distributing workload and management oversight, increasing backup, and enhancing internal growth opportunities and succession planning; and

WHEREAS, the Human Resources Department reviewed and approved the request to classify the vacant Accounting Clerical Supervisor position and concurs with the recommended reallocation;

NOW THEREFORE, BE IT RESOLVED THAT the Board of Supervisors in and for the County of Monterey does hereby:

- a. Amend the Treasurer-Tax Collector Revenue Division Budget Unit 1170-8264-001-TRE001 to reallocate one (1.0) vacant Accounting Clerical Supervisor to one (1.0) Accountant III as indicated below:

	Class	Current	FTE	Revised
Classification	Code	FTEs	Change	FTEs
Accounting Clerical Supervisor	80J20	1.0	(1.0)	0.0
Accountant III	20B12	0.0	1.0	1.0

- b. Directs the County Administrative Office and the Auditor-Controller to incorporate the approved position changes in the FY 2020-21 Adopted Budget and the Human Resources Department to implement the changes in the Advantage HRM system.

PASSED AND ADOPTED on this ____ day of _____, 2021, by the following vote, to-wit:

AYES:

NOES:

ABSENT:

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

By _____
, Deputy



Monterey County

Item No.33

Board Report

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

Legistar File Number: RES 21-002

January 05, 2021

Introduced: 12/17/2020

Current Status: General Government -
Consent

Version: 1

Matter Type: BoS Resolution

Adopt a resolution to authorize and direct the Auditor-Controller to amend the FY 2020-21 Adopted Budget for the Cannabis Program (001-1050-8533-CAO004) to increase appropriations by \$120,000, financed by a release of \$120,000 from the Cannabis Tax assignment, BSA 001-3132, to pay fees to the California Cannabis Authority (4/5th vote required).

..Report

RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Adopt a resolution to
 - i. Authorize and direct the Auditor-Controller to amend the FY 2020-21 Adopted Budget for the Cannabis Program (001-1050-8533-CAO004) to increase appropriations by \$120,000, financed by a release of \$120,000 from the Cannabis Tax assignment, BSA 001-3132, to pay fees to the California Cannabis Authority (4/5th vote required).
- b. Provide direction to staff as appropriate.

SUMMARY

On October 30, 2020, the Cannabis Program ("Program") presented a report to the Board of Supervisors Cannabis Committee ("Committee") on the adjusted California Cannabis Authority ("CCA") fee schedule, and gave a recommendation to support the authorization of an augmentation request to fund the variance of approximately \$120,000 to meet the anticipated CCA administrative fees for the current fiscal year. The Committee directed staff to move forward with the report to the Budget Committee and Board of Supervisors without a recommendation. On December 16, 2020, the Budget Committee approved the staff recommendation and directed staff to the Board of Supervisors for approval.

During the budget process in the spring of 2020, the Committee and the Board of Supervisors requested the Treasurer-Tax Collector ("TTC") to approach the CCA and request a modification to the fee schedule. The CCA Board subsequently voted and adopted a reduced fee structure that is tiered by volume to better allocate fees among its member counties and incentivize larger cultivation counties to join the joint powers agreement.

Despite the reduced fee structure, the County cost of the CCA will exceed the existing fiscal year funding allocation. The Program is recommending that funding for the current fiscal year be provided

from the cannabis assignment and will seek the Board of Supervisors direction on future funding options.

DISCUSSION:

The California Cannabis Authority is a joint powers authority (“JPA”) originally established between Monterey and San Luis Obispo Counties to aggregate commercial cannabis data from multiple sources into a single cloud-based platform. The data platform provides a sophisticated analytics engine that makes it possible for local governments to efficiently and effectively deploy resources.

The CCA data platform distills a vast amount of otherwise unintelligible data into meaningful, actionable intelligence in support of local licensing, code enforcement, and tax collection. It also provides a forum for members to collectively participate in State of California cannabis policy, share best practices, resolve ambiguities, and promote the uniform application of the law.

In addition to Monterey and San Luis Obispo, Yolo, Humboldt, Inyo, and Lassen counties participate in the CCA platform. At the September 2020 board meeting of the CCA, the members voted to adjust the fees charged to counties and cities. The new structure provides for a fixed quarterly fee and a tiered platform usage fee that declines as reported sales increase. Staff recently learned Santa Barbara County is considering membership and a report will likely be presented in early 2021 to its Board of Supervisors for consideration.

Program staff has analyzed this new fee structure and estimates it will reduce CCA future costs by approximately \$35,000 in FY 2020-21. This new fee structure would also further reduce fees by aggregating transacted amounts of participating cities within Monterey County. Staff estimates if the cities joined, the County would have an additional savings of \$50,000, for a total possible reduction of \$85,000 annually. It is also important to note that this calculation is based on the substantial increase in commercial cannabis sales, from \$54 million in FY 19-20 to \$97 million in FY 20-21.

Program staff has estimated that even with the CCA reduction in costs, the large increase expected in reported sales transactions will require additional funding to pay the CCA fees. It is currently estimated that an additional \$120,000 will be necessary to fully fund the CCA this year, including a slight shortfall of \$9,973 carried over from FY 19-20. \$100,000 was allocated for CCA administrative fees in FY 20-21. Following the FY 20-21 Q1 CCA invoice, the current balance of the CCA allocation is \$24,592. While the total fees paid to the CCA may seem large, they are small in relative terms, representing just 1.2% of the total tax amount collected last year, and on track to be much less than 1% of the taxes collected this year. To that end, staff is requesting a transfer of \$120,000 from the cannabis assignment account to fully fund the CCA this year.

Program staff is also exploring options to continue to fund the CCA in future years, minimizing the draw from actual tax dollars. Staff is considering incorporating a portion of the estimated CCA fees into the annual cannabis business permit fee, as well as seeking a reallocation and return of underutilized appropriations from departments to the Program. Rightsizing allocations to actual cannabis program participation will help to better define, and report on, true program costs. While staff have just begun this process of outreach and details are limited at this time, Committee direction would be helpful to the Program in moving forward.

The County is beginning to realize the benefits of timely visibility into the local cannabis industry. At this time, there are no viable alternatives to the CCA data platform. The Program, the TTC, and the CCA have worked closely with industry operators to eliminate the burden of reporting redundancy by instead requiring that Metrc Application Programming Interface keys be shared, which allow the the platform to pull data directly and automatically from Metrc. By the end of July 2020, compliance with this requirement was at 100%.

Monterey County continues to serve as a progressive example for the legal cannabis industry by working with the CCA to pioneer a comprehensive, data driven approach to compliance. The continuation of this relationship will ensure the foundational and sustained compliance of the cannabis industry within Monterey County. County staff have embraced CCA data and individuals from multiple departments meet weekly to better understand the robust CCA platform and apply this knowledge to compliance and tax collection efforts.

Maintaining adequate funding for the CCA is essential for FY 20-21 as the Program continues to work with the TTC to identify funding options for future years. CCA is currently the only source of real time Metrc data. While there is a Memorandum of Understanding in place between the County and the California Department of Food and Agriculture for the California Cannabis Track and Trace System, real time data is not yet available, and it is uncertain if or when this may become available. If the Program loses visibility to Metrc data, staff will not be able to review and analyze operator data. Metrc data is imperative to ensuring the integrity of Monterey County cannabis transactions from seed to sale.

It is important that Monterey County maintains a position of leadership in the state and that we demonstrate a commitment to regulating this emerging industry. In addition, with the passing of AB1525, the only way the county can provide the requested data to a financial institution is by utilizing the CCA platform. Without access to the data contained only in the CCA database, there will be virtually no information to provide to a financial intuition, rendering this newly chaptered law ineffectual to the industry.

OTHER AGENCY INVOLVEMENT:

The Treasurer-Tax Collector is the CCA representative for Monterey County and collaborated on the information provided in this report. There are currently 18 users from the TTC, Cannabis Program, District Attorney, Environmental Health, and RMA that utilize CCA data.

FINANCING:

Based on the estimated projections of current transacted amounts, there is a need for additional funding to pay current year fees. An additional \$120,000 is being requested from the cannabis assignment funds. The current balance of the cannabis assignment is \$11,796,973.99.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

The Monterey County Cannabis Program addresses each of the Strategic Initiative Policy Areas that promote the growth of a responsible and legal Monterey County cannabis industry.

Mark a check to the related Board of Supervisors Strategic Initiatives

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

Prepared by: Joann Iwamoto, Cannabis Program Manager

Myles Echenique, Cannabis Analyst

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



Monterey County

Item No.

Board Report

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

Legistar File Number: RES 21-002

January 05, 2021

Introduced: 12/17/2020

Current Status: Agenda Ready

Version: 1

Matter Type: BoS Resolution

Adopt a resolution to authorize and direct the Auditor-Controller to amend the FY 2020-21 Adopted Budget for the Cannabis Program (001-1050-8533-CAO004) to increase appropriations by \$120,000, financed by a release of \$120,000 from the Cannabis Tax assignment, BSA 001-3132, to pay fees to the California Cannabis Authority (4/5th vote required).

RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Adopt a resolution to
 - i. Authorize and direct the Auditor-Controller to amend the FY 2020-21 Adopted Budget for the Cannabis Program (001-1050-8533-CAO004) to increase appropriations by \$120,000, financed by a release of \$120,000 from the Cannabis Tax assignment, BSA 001-3132, to pay fees to the California Cannabis Authority (4/5th vote required).
- b. Provide direction to staff as appropriate.

SUMMARY

On October 30, 2020, the Cannabis Program ("Program") presented a report to the Board of Supervisors Cannabis Committee ("Committee") on the adjusted California Cannabis Authority ("CCA") fee schedule, and gave a recommendation to support the authorization of an augmentation request to fund the variance of approximately \$120,000 to meet the anticipated CCA administrative fees for the current fiscal year. The Committee directed staff to move forward with the report to the Budget Committee and Board of Supervisors without a recommendation. On December 16, 2020, the Budget Committee approved the staff recommendation and directed staff to the Board of Supervisors for approval.

During the budget process in the spring of 2020, the Committee and the Board of Supervisors requested the Treasurer-Tax Collector ("TTC") to approach the CCA and request a modification to the fee schedule. The CCA Board subsequently voted and adopted a reduced fee structure that is tiered by volume to better allocate fees among its member counties and incentivize larger cultivation counties to join the joint powers agreement.

Despite the reduced fee structure, the County cost of the CCA will exceed the existing fiscal year funding allocation. The Program is recommending that funding for the current fiscal year be provided

from the cannabis assignment and will seek the Board of Supervisors direction on future funding options.

DISCUSSION:

The California Cannabis Authority is a joint powers authority (“JPA”) originally established between Monterey and San Luis Obispo Counties to aggregate commercial cannabis data from multiple sources into a single cloud-based platform. The data platform provides a sophisticated analytics engine that makes it possible for local governments to efficiently and effectively deploy resources.

The CCA data platform distills a vast amount of otherwise unintelligible data into meaningful, actionable intelligence in support of local licensing, code enforcement, and tax collection. It also provides a forum for members to collectively participate in State of California cannabis policy, share best practices, resolve ambiguities, and promote the uniform application of the law.

In addition to Monterey and San Luis Obispo, Yolo, Humboldt, Inyo, and Lassen counties participate in the CCA platform. At the September 2020 board meeting of the CCA, the members voted to adjust the fees charged to counties and cities. The new structure provides for a fixed quarterly fee and a tiered platform usage fee that declines as reported sales increase. Staff recently learned Santa Barbara County is considering membership and a report will likely be presented in early 2021 to its Board of Supervisors for consideration.

Program staff has analyzed this new fee structure and estimates it will reduce CCA future costs by approximately \$35,000 in FY 2020-21. This new fee structure would also further reduce fees by aggregating transacted amounts of participating cities within Monterey County. Staff estimates if the cities joined, the County would have an additional savings of \$50,000, for a total possible reduction of \$85,000 annually. It is also important to note that this calculation is based on the substantial increase in commercial cannabis sales, from \$54 million in FY 19-20 to \$97 million in FY 20-21.

Program staff has estimated that even with the CCA reduction in costs, the large increase expected in reported sales transactions will require additional funding to pay the CCA fees. It is currently estimated that an additional \$120,000 will be necessary to fully fund the CCA this year, including a slight shortfall of \$9,973 carried over from FY 19-20. \$100,000 was allocated for CCA administrative fees in FY 20-21. Following the FY 20-21 Q1 CCA invoice, the current balance of the CCA allocation is \$24,592. While the total fees paid to the CCA may seem large, they are small in relative terms, representing just 1.2% of the total tax amount collected last year, and on track to be much less than 1% of the taxes collected this year. To that end, staff is requesting a transfer of \$120,000 from the cannabis assignment account to fully fund the CCA this year.

Program staff is also exploring options to continue to fund the CCA in future years, minimizing the draw from actual tax dollars. Staff is considering incorporating a portion of the estimated CCA fees into the annual cannabis business permit fee, as well as seeking a reallocation and return of underutilized appropriations from departments to the Program. Rightsizing allocations to actual cannabis program participation will help to better define, and report on, true program costs. While staff have just begun this process of outreach and details are limited at this time, Committee direction would be helpful to the Program in moving forward.

The County is beginning to realize the benefits of timely visibility into the local cannabis industry. At this time, there are no viable alternatives to the CCA data platform. The Program, the TTC, and the CCA have worked closely with industry operators to eliminate the burden of reporting redundancy by instead requiring that Metrc Application Programming Interface keys be shared, which allow the the platform to pull data directly and automatically from Metrc. By the end of July 2020, compliance with this requirement was at 100%.

Monterey County continues to serve as a progressive example for the legal cannabis industry by working with the CCA to pioneer a comprehensive, data driven approach to compliance. The continuation of this relationship will ensure the foundational and sustained compliance of the cannabis industry within Monterey County. County staff have embraced CCA data and individuals from multiple departments meet weekly to better understand the robust CCA platform and apply this knowledge to compliance and tax collection efforts.

Maintaining adequate funding for the CCA is essential for FY 20-21 as the Program continues to work with the TTC to identify funding options for future years. CCA is currently the only source of real time Metrc data. While there is a Memorandum of Understanding in place between the County and the California Department of Food and Agriculture for the California Cannabis Track and Trace System, real time data is not yet available, and it is uncertain if or when this may become available. If the Program loses visibility to Metrc data, staff will not be able to review and analyze operator data. Metrc data is imperative to ensuring the integrity of Monterey County cannabis transactions from seed to sale.

It is important that Monterey County maintains a position of leadership in the state and that we demonstrate a commitment to regulating this emerging industry. In addition, with the passing of AB1525, the only way the county can provide the requested data to a financial institution is by utilizing the CCA platform. Without access to the data contained only in the CCA database, there will be virtually no information to provide to a financial intuition, rendering this newly chaptered law ineffectual to the industry.

OTHER AGENCY INVOLVEMENT:

The Treasurer-Tax Collector is the CCA representative for Monterey County and collaborated on the information provided in this report. There are currently 18 users from the TTC, Cannabis Program, District Attorney, Environmental Health, and RMA that utilize CCA data.

FINANCING:

Based on the estimated projections of current transacted amounts, there is a need for additional funding to pay current year fees. An additional \$120,000 is being requested from the cannabis assignment funds. The current balance of the cannabis assignment is \$11,796,973.99.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

The Monterey County Cannabis Program addresses each of the Strategic Initiative Policy Areas that promote the growth of a responsible and legal Monterey County cannabis industry.

Legistar File Number: RES 21-002

Mark a check to the related Board of Supervisors Strategic Initiatives

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

Prepared by: Joann Iwamoto, Cannabis Program Manager
Myles Echenique, Cannabis Analyst

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

DocuSigned by:
Joann Iwamoto
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**Before the Board of Supervisors in and for the
County of Monterey, State of California**

Resolution No. _____

A Resolution of the Monterey County Board of Supervisors to:

Adopt a resolution to authorize and direct the Auditor-Controller to amend the FY 2020-21 Adopted Budget for the Cannabis Program (001-1050-8533-CAO004) to increase appropriations by \$120,000, financed by a release of \$120,000 from the Cannabis Tax assignment, BSA 001-3132, to pay fees to the California Cannabis Authority (4/5th vote required).

WHEREAS, Monterey County acknowledges the need for visibility to the State's Metrc Application Programming Interface data, which is imperative to ensuring the integrity of cannabis transactions from seed to sale within the jurisdiction;

WHEREAS, Monterey County is committed to maintaining a position of leadership in the State by regulating this emerging industry through a data driven approach to compliance;

WHEREAS, the California Cannabis Authority is a joint powers authority that operates a data platform that provides a sophisticated analytics engine that makes it possible for local governments to efficiently and effectively deploy resources. The data platform distills a vast amount of otherwise unintelligible data into meaningful, actionable intelligence in support of local licensing, code enforcement and tax collection;

WHEREAS, Monterey County has been a member of the California Cannabis Authority since January 30, 2018;

WHEREAS, at the September 2020 board meeting of the California Cannabis Authority, the members voted to adjust the fees charged to counties and cities. The new structure provides for a fixed quarterly fee and a tiered platform usage fee that declines as reported sales increase; and

WHEREAS, Monterey County desires to maintain adequate funding for California Cannabis Authority administrative fees to equip staff with effective information for compliance.

NOW, THEREFORE, BE IT RESOLVED, the Board of Supervisors of the County of Monterey does hereby approve the following:

Authorize and direct the Auditor-Controller to amend the Fiscal Year 2020-21 Adopted Budget for the Cannabis Program (001-1050-8533-CAO004) to increase appropriations by \$120,000, financed by a release of \$120,000 from the Cannabis Tax assignment (BSA 001-3132).

PASSED AND ADOPTED on this 5th day of January 2021 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 Supervisors duly made and entered in the minutes thereof of Minute Book _____, for the meeting on _____.

Dated:

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

By _____
Deputy



Monterey County

Item No.34

Board Report

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

Legistar File Number: A 21-004

January 05, 2021

Introduced: 12/18/2020

Current Status: General Government -
Consent

Version: 1

Matter Type: BoS Agreement

Approve and authorize the Contracts/Purchasing Officer or his designee to sign Amendment No. 3 to the County Standard Services Agreement with Certified Employment Service Unlimited Inc. for temporary employment services of required track workers at WeatherTech Raceway Laguna Seca and increase the not to exceed amount of the Agreement by \$325,000 for a total not to exceed amount of \$1,275,000.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

Approve and authorize the Contracts/Purchasing Officer or his designee to sign Amendment No. 3 to the County Standard Services Agreement with Certified Employment Service Unlimited Inc. for temporary employment services of required track workers at WeatherTech Raceway Laguna Seca and increase the not to exceed amount of the Agreement by \$325,000 for a total not to exceed amount of \$1,275,000.

SUMMARY/DISCUSSION:

Approval of the recommendation will ensure WeatherTech Raceway Laguna Seca can maintain current level of temporary track workers required to support Track Rentals (the primary source of net revenue at Laguna Seca Recreation Area). The track workers are highly specialized and provide safe, effective, and timely course control. The use of this employment service is vital to providing track safety personnel for track rental operations.

The Agreement executed on December 20, 2019 expires December 31, 2020. This Amendment No. 3 extends the term of the Agreement for three months, allowing the time necessary to prepare and execute a new Agreement for 2021. The Amendment also adds an additional \$325,000 to cover fees incurred from January 1 - March 31, 2021.

OTHER AGENCY INVOLVEMENT:

The Office of County Counsel has reviewed and approved Amendment No. 3 as to form.

FINANCING:

In addition to the Track Rental Fee, track renters pay for additional services, including temporary track workers. The entire amount of \$325,000 being requested is a pass through from Track Rental Revenue to Temporary Help Services Expense. The total amount requested is included in the Laguna Seca Recreation Area Budget under Appropriation Unit CAO046, Budget Unit 8536.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

The items included in this report relate to the Board of Supervisors Strategic Initiatives on Economic Development and Administration.

Mark a check to the related board of Supervisors Strategic Initiatives

☒ Economic Development

☒ Administration

☐ Health & Human Services

☐ Infrastructure

☐ Public Safety

Prepared by: Lavonne Chin, Administrative Operations Manager, ext.

Approved by: Dewayne Woods, Assistant County Administrative Officer, ext. 5309

Attachments: Certified Employment Service Unlimited, Inc. Agreement; Amendment No. 1;
Amendment No. 2; Amendment No. 3



Monterey County

Item No.

Board Report

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

Legistar File Number: A 21-004

January 05, 2021

Introduced: 12/18/2020

Current Status: Agenda Ready

Version: 1

Matter Type: BoS Agreement

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☐ Public Safety

Prepared by: Lavonne Chin, Administrative Operations Manager, ext.

Approved by: Dewayne Woods, Assistant County Administrative Officer, ext. 5309

Attachments: Certified Employment Service Unlimited, Inc. Agreement; Amendment No. 1;
Amendment No. 2; Amendment No. 3

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:
Certified Employment Service Unlimited, Inc.
(hereinafter "CONTRACTOR").

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

1.0 GENERAL DESCRIPTION:

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

Provide:

Temporary Employment Services of required Track Workers at Weathertech Raceway Laguna Seca to fill the needs and request of track safety personnel to support the track rental program.

2.0 PAYMENT PROVISIONS:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: \$ 100,000.00

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from January 1, 2020 to December 31, 2020, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.

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

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

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

Exhibit A Scope of Services/Payment Provisions
Exhibit B Other:

5.0 PERFORMANCE STANDARDS:

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

6.0 PAYMENT CONDITIONS:

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

7.0 TERMINATION:

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

7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

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

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

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

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

9.02 Qualifying Insurers: All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to

the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

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

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

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

Requestor must check the appropriate Automobile Insurance Threshold:

Requestor must check the appropriate box.

☒ **Agreement Under \$100,000 Business Automobile Liability Insurance:** covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

☐ **Agreement Over \$100,000 Business Automobile Liability Insurance:** covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

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

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

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

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or

errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

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

9.04 Other Requirements:

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

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

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

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

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

10.0 RECORDS AND CONFIDENTIALITY:

- 10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.5 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 NON-DISCRIMINATION:

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

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 INDEPENDENT CONTRACTOR:

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

14.0 NOTICES:

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

FOR COUNTY:	FOR CONTRACTOR:
Michael R. Derr Contracts/Purchasing Officer	Certified Employment Service Unlimited, Inc.
Name and Title 1488 Schilling Place Salinas, CA 93901	Name and Title 2000 Powell St, #540 Emeryville, CA. 94608
Address 831-755-4992	Address 510-420-3749
Phone:	Phone:

15.0 MISCELLANEOUS PROVISIONS.

- 15.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 15.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

- 15.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.08 **Compliance with Applicable Law:** The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 15.12 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 15.13 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

16.0 SIGNATURE PAGE.

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

COUNTY OF MONTEREY

By: [Signature]
Contracts/Purchasing Officer

Date: 20 Dec 2019

By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form¹

By: Marina S. Pantchenko
Deputy County Counsel

Date: 12/20/2019

Approved as to Fiscal Provisions²

By: [Signature]
Auditor/Controller

Date: 12/20/19

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

CONTRACTOR

Certified Employment Service Unlimited, Inc.

Contractor's Business Name*

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

Jeffrey Eggert, President
Name and Title

Date: _____

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

[Signature] Controller
Name and Title

Date: 12/19/2019

County Board of Supervisors' Agreement Number: _____, approved on (date): _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

¹Approval by County Counsel is required

²Approval by Auditor-Controller is required

³Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

EXHIBIT A SCOPE OF SERVICES/PAYMENT PROVISIONS

To Agreement by and between
County of Monterey, hereinafter referred to as "COUNTY"
AND
Certified Employment Group, hereinafter referred to as "CONTRACTOR"

1.0 SCOPE OF SERVICES:

1.1 COUNTY RESPONSIBILITIES

- 1.1.1 County shall provide CONTRACTOR with a list of authorized County contacts authorized to place staffing requests with the CONTRACTOR.
- 1.1.2 County shall notify CONTRACTOR of any special requirements for any assignment.
- 1.1.3 County shall pay CONTRACTOR at the rates listed in section 1.10 Compensation/Payment listed below. This price schedule shall remain firm for the initial term of the Agreement.
- 1.1.4 Authorized County representative requesting temporary employment services shall authorize and approve all time cards.

1.2 CONTRACTOR RESPONSIBILITIES

- 1.2.1 CONTRACTOR shall be responsible for conforming to all applicable Federal and State labor laws and regulations.
- 1.2.2 CONTRACTOR agrees to honor requests or extensions for temporary employment services only from County authorized contacts.
- 1.2.3 Failure to comply with this procedure may result in non-payment.
- 1.2.4 CONTRACTOR shall not charge for unsatisfactory performance of temporary employees as determined by the County, provided that the County notified CONTRACTOR within four (4) hours after service has begun for the assignment.
- 1.2.5 CONTRACTOR shall be responsible for paying employees for regular and premium or overtime hourly rates.
- 1.2.6 CONTRACTOR agrees that neither the CONTRACTOR nor its employees shall have any claim under this Agreement, or otherwise, against the County for

12/9/2019

Agreement ID: Certified Employment Group
January 1, 2020 – December 31, 2020
Not to Exceed: \$100,000

employment compensation, Workers' Compensation, unemployment compensation or insurance, vacation pay sick leave, retirement benefits, Social Security benefits, disability insurance benefits, or any other form of employee benefits.

- 1.2.7 It will be expressly agreed by the parties that no work, act, commission or omission of CONTRACTOR or any of CONTRACTOR's employees shall be construed to make or render CONTRACTOR or any CONTRACTOR's employees, the agent, employee or servant of the County.
- 1.2.8 It is expressly agreed by the parties hereto that County is not liable for CONTRACTOR employees under the Affordable Care Act.
- 1.2.9 CONTRACTOR and its employees shall not use for personal gain or make other improper use of privileged information, which is acquired in connection with the temporary employment services associated with this Agreement.
- 1.2.10 In this connection, the term "*privileged information*" includes, but is not limited to, unpublished information relating to technological development, land use, property owners, claims and litigations, and knowledge of selections of future contractors.
- 1.2.11 CONTRACTOR and its employees shall not offer gifts, gratuity, favors, or entertainment directly or indirectly to County employees.

1.3 RESPONSE TIMES

- 1.3.1 CONTRACTOR shall respond to a request for temporary services from the authorized County representative within two (2) business hours indicating whether CONTRACTOR can find a qualified skilled employee.
- 1.3.2 If an employee is available, CONTRACTOR shall send the employee within a four (4) business hours' time frame. This requirement can be adjusted by mutual agreement between the CONTRACTOR and the individual County department authorized contact person on a case-by-case basis.

NOTE: The normal County business hours are Monday through Friday from 8:00 a.m. to 5:00 p.m. PST.

1.4 CONTRACTOR INVOICING REQUIREMENT

- 1.4.1 CONTRACTOR shall provide to each applicable County department, an invoice for services rendered showing the County department in which services were performed, the County Purchase Order Number (specific to each department), the position filled and a copy of the time card for each employee of the CONTRACTOR.

1.5 CONTRACTOR REPORTING REQUIREMENT

- 1.5.1 Upon designating a CONTRACTOR employee reporting to provide services to the County, the CONTRACTOR shall provide County a minimum of two electronic copies of a report. The report shall be in an Excel spreadsheet format and shall include the following:

- 1.5.1.1 Name of each assigned temporary employee
- 1.5.1.2 Last four digits of the employee's Social Security Number
- 1.5.1.3 Current Job Classification
- 1.5.1.4 Department Unit of the current assignment
- 1.5.1.5 Start date of current assignment
- 1.5.1.6 Bill Rate
- 1.5.1.7 Pay Rate

- 1.5.2 CONTRACTOR shall provide County a minimum of two electronic copies of a monthly activity report by the 10th of each month. The report shall be in an Excel spreadsheet format and shall include the following:

- 1.5.2.1 Name of each assigned temporary employee
- 1.5.2.2 Last four digits of the employee's Social Security Number
- 1.5.2.3 Current Job Classification
- 1.5.2.4 Department Unit of the current assignment
- 1.5.2.5 Start date of current assignment
- 1.5.2.6 Hours worked by employee in the report month
- 1.5.2.7 Cumulative hours worked for County by employee for the applicable fiscal year
- 1.5.2.8 Bill Rate
- 1.5.2.9 Pay Rate

1.5.3 Copies of the report described in 1.5.2, above, shall be delivered to the following:

The County of Monterey
Attn: Contracts/Purchasing Officer
1488 Schilling Place
Salinas, CA 93901
Email: derrm@co.monterey.ca.us

1.5.4 Any reports, data, or other information, given to, prepared by or assembled by CONTRACTOR which the County requests, shall be kept confidential and shall not be made available to any individual or organization by CONTRACTOR without the prior written approval of the County.

1.6 CONTRACTOR REPORTING REQUIREMENT FOR MEMBERS OF PUBLIC EMPLOYEE RETIREMENT SYSTEM (PERS)

1.6.1 CONTRACTOR shall identify in writing to County any individual with prior PERS affiliation who is sent to report for County service under the AGREEMENT, at least four hours prior to the individual being assigned by CONTRACTOR for service to County.

1.6.2 CONTRACTOR shall identify in writing to County any PERS annuitant who is sent to report for County service under the AGREEMENT, at least four hours prior to the individual being assigned by CONTRACTOR for service to County.

1.6.3 The term "identify" is defined for purposes of this section to include both (1) the CONTRACTOR's employee name and (2) the last four digits of the employee's Social Security Number.

1.6.4 The term "PERS affiliation" is defined for purposes of this section to mean the CONTRACTOR's employee had previously worked for a governmental entity that participates or participated in CalPERS.

1.6.5 Should CONTRACTOR fail to properly identify a PERS annuitant or a CONTRACTOR employee with prior PERS affiliation, CONTRACTOR shall be held responsible for any costs assessed, or eligible to be assessed, by CalPERS relating to the assignment to the County of such individual.

1.6.6 The term "PERS annuitant" is defined for purposes of this section as a person who has retired from a CalPERS agency and who is receiving a retirement allowance from CalPERS.

12/9/2019

Agreement ID: Certified Employment Group
January 1, 2020 – December 31, 2020
Not to Exceed: \$100,000

1.7 TEMPORARY EMPLOYMENT ASSIGNMENT

1.7.1 CONTRACTOR shall be responsible for tracking cumulative hours per employee for all assignments with the County. CONTRACTOR shall notify County when an individual employee's hours working for the County are approaching **650** hours in a fiscal year (7/1-6/30).

1.7.2 CONTRACTOR shall notify the following:

1.7.2.1 The County representative located at the Track

1.7.2.2 The County Contracts/Purchasing Officer:

The County of Monterey
Attn: Contracts/Purchasing Officer
1488 Schilling Place
Salinas, CA 93901
Email: derm@co.monterey.ca.us

1.7.3 An employee of the CONTRACTOR shall not be assigned to work at the County for more than **720** hours in a fiscal year.

1.7.4 County shall not pay CONTRACTOR for services rendered beyond **720** hours per fiscal year.

1.8 COMPENSATION AND PAYMENTS

1.8.1 It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under this AGREEMENT in accordance with section **1.10 Compensation/Payment** listed below.

1.8.2 Prices shall remain firm for the initial term of this AGREEMENT. County does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.

1.8.3 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of this AGREEMENT.

1.8.4 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.

12/9/2019

Agreement ID: Certified Employment Group
January 1, 2020 – December 31, 2020
Not to Exceed: \$100,000

1.8.5 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, in accordance with Section 1.8.3.

1.8.6 Tax:

1.8.6.1 Pricing as per this AGREEMENT is inclusive of all applicable taxes.

1.8.6.2 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.

1.9 INVOICES AND PURCHASE ORDERS

1.9.1 Invoices for all services rendered per this AGREEMENT shall be billed directly to:

County of Monterey
Attn: Lavonne Chin, Special Events Manager
168 West Alisal Street, 3rd Floor
Salinas, CA 93901
Email: chinl@co.monterey.ca.us

1.9.2 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.

1.9.3 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).

1.9.4 Unauthorized Surcharges or Fees: Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by County.

12/9/2019

Agreement ID: Certified Employment Group
January 1, 2020 – December 31, 2020
Not to Exceed: \$100,000

1.10 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$100,000.00 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

Course Marshal	Pay Rate – Hourly	Bill Rate - Hourly
Standard Rate	\$18.75	\$25.31
*Overtime	\$28.13	\$37.97
*Double Time	\$37.50	\$50.62

1.11 JOB DESCRIPTION

Course Marshal Duties: Provide safe, effective, and timely course control during track events/rentals. Reports directly to the Track Rental Supervisor

- Observing within area of responsibility-cars, drivers, media, spectators, safety equipment, barriers, track condition, etc.-for any unusual or improper condition that may affect the safe conduct of track activity, providing feedback to Starter/Race Control.
- Communicating with drivers using flags, hand signals, or other means, of any change in course condition, mechanical status of vehicles, penalties, or other information at the direction of Starter/Race Control.
- Relaying received information/instructions to affected personnel, including emergency vehicle crew, drivers, and/or other participants.
- Activating electronic LED flagging system for the individual station.

*****END EXHIBIT – A*****

12/9/2019

Agreement ID: Certified Employment Group
January 1, 2020 – December 31, 2020
Not to Exceed: \$100,000

**AMENDMENT #1 TO STANDARD AGREEMENT
COUNTY OF MONTEREY
&
CERTIFIED EMPLOYMENT SERVICE UNLIMITED, INC.**

THIS AMENDMENT #1 is made to the AGREEMENT for temporary employment services of required track workers at Weathertech Raceway Laguna Seca by and between **Certified Employment Service Unlimited, Inc.**, hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT to increase the total amount of the AGREEMENT and change the term beginning date of the agreement to 10/1/2019.

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. Section 2., "PAYMENT PROVISIONS" shall be amended by removing, "*County shall pay the CONTRACTOR in accordance with the payment provisions set forth in EXHIBIT A, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of : \$100,000.00.*" and replacing it with "*County shall pay the CONTRACTOR in accordance with the payment provisions set forth in EXHIBIT A1, 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 : \$550,000.00*"
2. Section 3., "TERM OF AGREEMENT" shall be amended by removing "*The term of this Agreement is from January 1, 2020 to December 31, 2020....*" and replacing it with "*The term of this Agreement is from October 1, 2019 to December 31, 2020....*"
3. EXHIBIT A – Scope of Services shall be amended by increasing the not to exceed amount identified within section 1.10 Compensation/Payment to \$550,000.00 as per EXHIBIT A1 revised per Amendment #1 attached hereto.
4. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
5. A copy of the AMENDMENT shall be attached to the original AGREEMENT executed by the County on December 20, 2019.

This space left blank intentionally

Certified Employment
Amendment #1 to Agreement
NTE: \$550,000.00
Page 1 of 9

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

COUNTY OF MONTEREY

By: [Signature]
Date: _____
By: Contracts/Purchasing Officer
Date: 1-9-2020
Department Head (if applicable)
By: _____
Board of Supervisors (if applicable)
Date: _____
Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel
By: [Signature]
Deputy County Counsel
Date: 1/8/2020
Approved as to Fiscal Provisions
By: [Signature]
Auditor/Controller
Date: 1/8/2020
Approved as to Liability Provisions
Office of the County Counsel-Risk Manager
Leslie J. Girard, County Counsel-Risk Manager
By: _____
Risk Management
Date: _____

CONTRACTOR

By: Certified Employment Service Unlimited Inc.
Contractor's Business Name *
By: [Signature]
(Signature of Chair, President, or
Vice-President) *
Jeffrey K. Egan, President
Name and Title
Date: 1/7/20
By: [Signature]
(Signature of Secretary, Asst. Secretary,
CFO, Treasurer or Asst. Treasurer) *
Date: Hui LING LUK, CFO
Name and Title
1/7/20

County Board of Supervisors' Agreement Number: _____, approved on (date): _____

*INSTRUCTIONS: IF CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

¹ Approval by County Counsel is required
² Approval by Auditor-Controller is required

Certified Employment
Amendment #1 to Agreement
NTE: \$550,000.00
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EXHIBIT A1 SCOPE OF SERVICES/PAYMENT PROVISIONS

To Agreement by and between
County of Monterey, hereinafter referred to as "COUNTY"
AND
Certified Employment Group, hereinafter referred to as "CONTRACTOR"

1.0 SCOPE OF SERVICES:

1.1 COUNTY RESPONSIBILITIES

- 1.1.1 County shall provide CONTRACTOR with a list of authorized County contacts authorized to place staffing requests with the CONTRACTOR.
- 1.1.2 County shall notify CONTRACTOR of any special requirements for any assignment.
- 1.1.3 County shall pay CONTRACTOR at the rates listed in section 1.10 **Compensation/Payment** listed below. This price schedule shall remain firm for the initial term of the Agreement.
- 1.1.4 Authorized County representative requesting temporary employment services shall authorize and approve all time cards.

1.2 CONTRACTOR RESPONSIBILITIES

- 1.2.1 CONTRACTOR shall be responsible for conforming to all applicable Federal and State labor laws and regulations.
- 1.2.2 CONTRACTOR agrees to honor requests or extensions for temporary employment services only from County authorized contacts.
- 1.2.3 Failure to comply with this procedure may result in non-payment.
- 1.2.4 CONTRACTOR shall not charge for unsatisfactory performance of temporary employees as determined by the County, provided that the County notified CONTRACTOR within four (4) hours after service has begun for the assignment.
- 1.2.5 CONTRACTOR shall be responsible for paying employees for regular and premium or overtime hourly rates.

Certified Employment
Amendment #1 to Agreement
NTE: \$550,000.00
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- 1.2.6 CONTRACTOR agrees that neither the CONTRACTOR nor its employees shall have any claim under this Agreement, or otherwise, against the County for employment compensation, Workers' Compensation, unemployment compensation or insurance, vacation pay sick leave, retirement benefits, Social Security benefits, disability insurance benefits, or any other form of employee benefits.
- 1.2.7 It will be expressly agreed by the parties that no work, act, commission or omission of CONTRACTOR or any of CONTRACTOR's employees shall be construed to make or render CONTRACTOR or any CONTRACTOR's employees, the agent, employee or servant of the County.
- 1.2.8 It is expressly agreed by the parties hereto that County is not liable for CONTRACTOR employees under the Affordable Care Act.
- 1.2.9 CONTRACTOR and its employees shall not use for personal gain or make other improper use of privileged information, which is acquired in connection with the temporary employment services associated with this Agreement.
- 1.2.10 In this connection, the term "*privileged information*" includes, but is not limited to, unpublished information relating to technological development, land use, property owners, claims and litigations, and knowledge of selections of future contractors.
- 1.2.11 CONTRACTOR and its employees shall not offer gifts, gratuity, favors, or entertainment directly or indirectly to County employees.

1.3 RESPONSE TIMES

- 1.3.1 CONTRACTOR shall respond to a request for temporary services from the authorized County representative within two (2) business hours indicating whether CONTRACTOR can find a qualified skilled employee.
- 1.3.2 If an employee is available, CONTRACTOR shall send the employee within a four (4) business hours' time frame. This requirement can be adjusted by mutual agreement between the CONTRACTOR and the individual County department authorized contact person on a case-by-case basis.

NOTE: The normal County business hours are Monday through Friday from 8:00 a.m. to 5:00 p.m. PST.

Certified Employment
Amendment #1 to Agreement
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1.4 CONTRACTOR INVOICING REQUIREMENT

- 1.4.1 CONTRACTOR shall provide to each applicable County department, an invoice for services rendered showing the County department in which services were performed, the County Purchase Order Number (specific to each department), the position filled and a copy of the time card for each employee of the CONTRACTOR.

1.5 CONTRACTOR REPORTING REQUIREMENT

- 1.5.1 Upon designating a CONTRACTOR employee reporting to provide services to the County, the CONTRACTOR shall provide County a minimum of two electronic copies of a report. The report shall be in an Excel spreadsheet format and shall include the following:

- 1.5.1.1 Name of each assigned temporary employee
- 1.5.1.2 Last four digits of the employee's Social Security Number
- 1.5.1.3 Current Job Classification
- 1.5.1.4 Department Unit of the current assignment
- 1.5.1.5 Start date of current assignment
- 1.5.1.6 Bill Rate
- 1.5.1.7 Pay Rate

- 1.5.2 CONTRACTOR shall provide County a minimum of two electronic copies of a monthly activity report by the 10th of each month. The report shall be in an Excel spreadsheet format and shall include the following:

- 1.5.2.1 Name of each assigned temporary employee
- 1.5.2.2 Last four digits of the employee's Social Security Number
- 1.5.2.3 Current Job Classification
- 1.5.2.4 Department Unit of the current assignment
- 1.5.2.5 Start date of current assignment
- 1.5.2.6 Hours worked by employee in the report month
- 1.5.2.7 Cumulative hours worked for County by employee for the applicable fiscal year
- 1.5.2.8 Bill Rate
- 1.5.2.9 Pay Rate

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- 1.5.3 Copies of the report described in 1.5.2, above, shall be delivered to the following:

The County of Monterey
Attn: Contracts/Purchasing Officer
1488 Schilling Place
Salinas, CA 93901
Email: derrm@co.monterey.ca.us

- 1.5.4 Any reports, data, or other information, given to, prepared by or assembled by CONTRACTOR which the County requests, shall be kept confidential and shall not be made available to any individual or organization by CONTRACTOR without the prior written approval of the County.

1.6 CONTRACTOR REPORTING REQUIREMENT FOR MEMBERS OF PUBLIC EMPLOYEE RETIREMENT SYSTEM (PERS)

- 1.6.1 CONTRACTOR shall identify in writing to County any individual with prior PERS affiliation who is sent to report for County service under the AGREEMENT, at least four hours prior to the individual being assigned by CONTRACTOR for service to County.
- 1.6.2 CONTRACTOR shall identify in writing to County any PERS annuitant who is sent to report for County service under the AGREEMENT, at least four hours prior to the individual being assigned by CONTRACTOR for service to County.
- 1.6.3 The term "identify" is defined for purposes of this section to include both (1) the CONTRACTOR's employee name and (2) the last four digits of the employee's Social Security Number.
- 1.6.4 The term "PERS affiliation" is defined for purposes of this section to mean the CONTRACTOR's employee had previously worked for a governmental entity that participates or participated in CalPERS.
- 1.6.5 Should CONTRACTOR fail to properly identify a PERS annuitant or a CONTRACTOR employee with prior PERS affiliation, CONTRACTOR shall be held responsible for any costs assessed, or eligible to be assessed, by CalPERS relating to the assignment to the County of such individual.
- 1.6.6 The term "PERS annuitant" is defined for purposes of this section as a person who has retired from a CalPERS agency and who is receiving a retirement allowance from CalPERS.

Certified Employment
Amendment #1 to Agreement
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1.7 TEMPORARY EMPLOYMENT ASSIGNMENT

1.7.1 CONTRACTOR shall be responsible for tracking cumulative hours per employee for all assignments with the County. CONTRACTOR shall notify County when an individual employee's hours working for the County are approaching 650 hours in a fiscal year (7/1-6/30).

1.7.2 CONTRACTOR shall notify the following:

1.7.2.1 The County representative located at the Track

1.7.2.2 The County Contracts/Purchasing Officer:

The County of Monterey
Attn: Contracts/Purchasing Officer
1488 Schilling Place
Salinas, CA 93901
Email: derm@co.monterey.ca.us

1.7.3 An employee of the CONTRACTOR shall not be assigned to work at the County for more than 720 hours in a fiscal year.

1.7.4 County shall not pay CONTRACTOR for services rendered beyond 720 hours per fiscal year.

1.8 COMPENSATION AND PAYMENTS

1.8.1 It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under this AGREEMENT in accordance with section 1.10 Compensation/Payment listed below.

1.8.2 Prices shall remain firm for the initial term of this AGREEMENT. County does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.

1.8.3 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of this AGREEMENT.

Certified Employment
Amendment #1 to Agreement
NTE: \$550,000.00
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- 1.8.4 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.
- 1.8.5 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, in accordance with Section 1.8.3.

1.8.6 Tax:

- 1.8.6.1 Pricing as per this AGREEMENT is inclusive of all applicable taxes.
- 1.8.6.2 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.

1.9 INVOICES AND PURCHASE ORDERS

- 1.9.1 Invoices for all services rendered per this AGREEMENT shall be billed directly to:

County of Monterey
Attn: Lavonne Chin, Special Events Manager
168 West Alisal Street, 3rd Floor
Salinas, CA 93901
Email: chinl@co.monterey.ca.us

- 1.9.2 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.

- 1.9.3 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).

- 1.9.4 Unauthorized Surcharges or Fees: Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by County.

Certified Employment
Amendment #1 to Agreement
NTE: \$550,000.00
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1.10 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$550,000.00 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

Course Marshal	Pay Rate – Hourly	Bill Rate - Hourly
Standard Rate	\$18.75	\$25.31
*Overtime	\$28.13	\$37.97
*Double Time	\$37.50	\$50.62

1.11 JOB DESCRIPTION

Course Marshal Duties: Provide safe, effective, and timely course control during track events/rentals. Reports directly to the Track Rental Supervisor

- Observing within area of responsibility-cars, drivers, media, spectators, safety equipment, barriers, track condition, etc.-for any unusual or improper condition that may affect the safe conduct of track activity, providing feedback to Starter/Race Control.
- Communicating with drivers using flags, hand signals, or other means, of any change in course condition, mechanical status of vehicles, penalties, or other information at the direction of Starter/Race Control.
- Relaying received information/instructions to affected personnel, including emergency vehicle crew, drivers, and/or other participants.
- Activating electronic LED flagging system for the individual station.

*****END EXHIBIT – A1*****

Certified Employment
Amendment #1 to Agreement
NTE: \$550,000.00
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**AMENDMENT #2 TO STANDARD AGREEMENT
COUNTY OF MONTEREY
&
CERTIFIED EMPLOYMENT SERVICE UNLIMITED, INC.**

THIS AMENDMENT #2 is made to the AGREEMENT for temporary employment services of required track workers at WeatherTech Raceway Laguna Seca Employment by and between CERTIFIED EMPLOYMENT SERVICE UNLIMITED, INC., hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT to increase the total amount of the AGREEMENT.

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. Section 2., "PAYMENTS BY THE COUNTY" shall be amended by removing, *"The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$550,000."* and replacing it with *"The total amount payable by County to CONTRACTOR under this AGREEMENT shall not exceed \$950,000"*
2. EXHIBIT A – Scope of Services shall be amended by increasing the not to exceed amount identified within section 1.10 Compensation/Payment to \$950,000 as per EXHIBIT A2 revised per Amendment #2 attached hereto.
3. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
4. A copy of the AMENDMENT shall be attached to the original AGREEMENT executed by the County on December 20, 2019.

This space left blank intentionally

Certified Employment
Amendment #2 to Agreement
NTE: \$950,000.00
Page 1 of 9

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

Debra Wilson, Contracts/Purchasing Supervisor
 Contracts/Purchasing Officer

Dated: 12/12/2020 | 9:20 AM PST

Approved as to Fiscal Provisions:

Gary Giboney
 Deputy Auditor/Controller

Dated: 11/24/2020 | 10:09 AM PST

Approved as to Liability Provisions:

[Signature]
 Risk Management

Dated: 11/20/2020 | 2:11 PM PST

Approved as to Counsel by:

Marina Pantchenko
 Deputy County Counsel

Dated: 11/24/2020 | 10:06 AM PST

CONTRACTOR

[Signature]
 Signature of Chair, President, or
 Vice-President

Johnny A. Eggert, President
 Printed Name and Title

Dated: 10/22/20

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

HUI LING LUK, CFO
 Printed Name and Title

Dated: 10/22/2020

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

Certified Employment
 Amendment #2 to Agreement
 NTE: \$950,000.00
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EXHIBIT-A2

**To Agreement by and between
County of Monterey, hereinafter referred to as "County"
AND
Certified Employment Group, hereinafter referred to as "CONTRACTOR"**

Scope of Services / Payment Provisions

1.0 SCOPE OF SERVICES**1.1 COUNTY RESPONSIBILITIES**

- 1.1.1 County shall provide CONTRACTOR with a list of authorized County contacts authorized to place staffing requests with the CONTRACTOR.
- 1.1.2 County shall notify CONTRACTOR of any special requirements for any assignment.
- 1.1.3 County shall pay CONTRACTOR at the rates listed in section 1.10 **Compensation/Payment** listed below. This price schedule shall remain firm for the initial term of the Agreement.
- 1.1.4 Authorized County representative requesting temporary employment services shall authorize and approve all timecards.

1.2 CONTRACTOR RESPONSIBILITIES

- 1.2.1 CONTRACTOR shall be responsible for conforming to all applicable Federal State labor laws and regulations.
- 1.2.2 CONTRACTOR agrees to honor requests or extensions for temporary employment services only from County authorized contacts.
- 1.2.3 Failure to comply with this procedure may result in non-payment.
- 1.2.4 CONTRACTOR shall not charge for unsatisfactory performance of temporary employees as determined by the County, provided that the County notified CONTRACTOR within four (4) hours after service has begun for the assignment.
- 1.2.5 CONTRACTOR shall be responsible for paying employees for regular and premium or overtime hourly rates.

Certified Employment
Amendment #2 to Agreement
NTE: \$950,000.00
Page 3 of 9

- 1.2.6 Contractor agrees that neither the CONTRACTOR nor its employees shall have any claim under this Agreement, or otherwise, against the County for employment compensation, Workers' Compensation, unemployment compensation or insurance, vacation pay, sick leave, retirement benefits, Social Security benefits, disability insurance benefits, or any other form of employee benefits.
- 1.2.7 It will be expressly agreed by the parties that no work, act, commission or omission of CONTRACTOR or any of CONTRACTOR's employees shall be construed to make or render CONTRACTOR or any CONTRACTOR's employees, the agent, employee or servant of the County.
- 1.2.8 It is expressly agreed by the parties hereto that the County is not liable for CONTRACTOR employees under the Affordable Care Act.
- 1.2.9 CONTRACTOR and its employees shall not use for personal gain or make other improper use of privileged information, which is acquired in connection with the temporary employment services associated with this Agreement.
- 1.2.10 In this connection, the term "privileged information" includes, but is not limited to, unpublished information relating to technological; development, land use, property owners, claims and litigations, and knowledge of selections of future contractors.
- 1.2.11 CONTRACTOR and its employees shall not offer gifts, gratuity, favors, or entertainment directly or indirectly to County employees.

1.3 RESPONSE TIMES

- 1.31 CONTRACTOR shall respond to a request for temporary services from the authorized County representative within two (2) business hours indicating whether CONTRACTOR can find a qualified skilled employee.
- 1.32 If an employee is available, CONTRACTOR shall send the employee within a four (4) business hours' time frame. This requirement can be adjusted by mutual agreement between the CONTRACTOR and the individual County department authorized contact person on a case-by-case basis.

NOTE: The normal County business hours are Monday through Friday from 8:00 a.m. to 5:00 p.m. PST.

1.4 CONTRACTOR INVOICING REQUIREMENT

- 1.4.1 CONTRACTOR shall provide to each applicable County department, an invoice for services rendered showing the County department in which services were performed, the County Purchase Order Number (specific to each department), the position filled and a copy of the time card for each employee of the CONTRACTOR.

1.5 CONTRACTOR REPORTING REQUIREMENT

- 1.5.1 Upon designating a CONTRACTOR employee reporting to provide services to the County, the CONTRACTOR shall provide County a minimum of two electronic copies of a report. The report shall be in an Excel spreadsheet format and include the following:

- 1.5.1.1 Name of each assigned temporary employee
- 1.5.1.2 Last four digits of the employee's Social Security Number
- 1.5.1.3 Current Job Classification
- 1.5.1.4 Department Unit of the current assignment
- 1.5.1.5 Start date of current assignment
- 1.5.1.6 Bill Rate
- 1.5.1.7 Pay Rate

- 1.5.2 CONTRACTOR shall provide County a minimum of two electronic copies of a monthly activity report by the 10th of each month. The report shall be in an Excel spreadsheet format and shall include the following:

- 1.5.2.1 Name of each assigned temporary employee
- 1.5.2.2 Last four digits of the employee's Social Security Number
- 1.5.2.3 Current Job Classification
- 1.5.2.4 Department Unit of the current assignment
- 1.5.2.5 Start date of current assignment
- 1.5.2.6 Hours worked by employee in the report month
- 1.5.2.7 Cumulative hours worked for County by employee for the applicable fiscal year
- 1.5.2.8 Bill Rate
- 1.5.2.9 Pay Rate

1.5.3 Copies of the report described in 1.5.2, above, shall be delivered to the following:

The County of Monterey
Attn: Contracts/Purchasing Officer
1488 Schilling Place
Salinas, CA 93901
Email: derm@co.monterey.ca.us

1.6 CONTRACTOR REPORTING REQUIREMENT FOR MEMBERS OF PUBLIC EMPLOYEE RETIREMENT SYSTEM (PERS)

- 1.6.1 CONTRACTOR shall identify in writing to County any individual with prior PERS affiliation who is sent to report for County service under the AGREEMENT, at least four hours prior to the individual being assigned by CONTRACTOR for service to County.
- 1.6.2 CONTRACTOR shall identify in writing to County any PERS annuitant who is sent to report for County service under the AGREEMENT, at least four hours prior to the individual being assigned by CONTRACTOR for service to County.
- 1.6.3 The term “identify” is defined for purposes of this section to include both (1) the CONTRACTOR’s employee name and (2) the last four digits of the employee’s Social Security Number.
- 1.6.4 The term “PERS affiliation” is defined for purposes of this section to mean the CONTRACTOR’s employee had previously worked for a governmental entity that participates or participated in CalPERS.
- 1.6.5 Should CONTRACTOR fail to properly identify a PERS annuitant or a CONTRACTOR employee with prior PERS affiliation, CONTRACTOR shall be held responsible for any costs assessed, or eligible to be assessed, by CalPERS relating to the assignment to the County of such individual.
- 1.6.6 The term “PERS annuitant” is defined for the purposes of this section as a person who has retired from a CalPERS agency and who is receiving a retirement allowance from CalPERS.

1.7 TEMPORARY EMPLOYMENT ASSIGNMENT

1.7.1 CONTRACTOR shall be responsible for tracking cumulative hours per employee for all assignments with the County. CONTRACTOR shall notify County an individual employee's hours working for the County are approaching **650** hours in a fiscal year (7/1 – 6/30).

1.7.2 CONTRACTOR shall notify the following:

1.7.2.1 The County representative located at the Track

1.7.2.2 The County Contracts/Purchasing Officer:

The County of Monterey
Attn: Contracts/Purchasing Officer
1488 Schilling Place
Salinas, CA 93901
Email: derrm@co.monterey.ca.us

1.7.3 An employee of the CONTRACTOR shall not be assigned to work at the County for more than 720 hours in a fiscal year.

1.7.4 County shall not pay CONTRACTOR for services rendered beyond **720** hours per fiscal year.

1.8 COMPENSATION AND PAYMENTS

1.8.1 It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under this AGREEMENT in accordance with section **1.10 Compensation/Payment** listed below.

1.8.2 Prices shall remain firm for the initial term of this AGREEMENT. County does not guarantee any minimum or maximum amount of dollars to be spend under this AGREEMENT.

1.8.3 Negotiations for rate change shall be commenced, by the CONTRACTOR, a minimum of ninety days (90) prior to the expiration of this AGREEMENT

1.8.4 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.

1.8.5 CONTRACTOR shall levy no additional fees or surcharges of any kind during the term of this AGREEMENT without first obtaining approval for the County in writing, in accordance with Section 1.8.3.

Certified Employment
Amendment #2 to Agreement
NTE: \$950,000.00
Page 7 of 9

1.8.6 Tax:

1.8.6.1 Pricing as per this Agreement is inclusive of all applicable taxes.

1.8.6.2 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.

1.9 INVOICES AND PURCHASE ORDERS

1.9.1 Invoices for all services rendered per this AGREEMENT shall be billed directly to:

County of Monterey
1021 Monterey Salinas Highway
Salinas, CA 93901

1.9.2 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 Counter Auditor-Controller for payment, County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

1.9.3 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).

1.9.4 Unauthorized Surcharges or Fees. Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by County.

1.10 COMPENSATION/PAYMENT

County shall pay an amount not to exceed \$950,000 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

Course Marshal	Pay Rate - Hourly	Bill Rate - Hourly
Standard Rate	\$18.75	\$25.31
*Overtime	\$28.13	\$37.97
*Double Time	\$37.50	\$50.62

Certified Employment
Amendment #2 to Agreement
NTE: \$950,000.00
Page 8 of 9

1.11 JOB DESCRIPTION

Course Marshal Duties: Provide safe, effective, and timely course control during track events/rentals. Reports directly to the Track Rental Supervisor

- Observing within area of responsibility – cars, drivers, media, spectators, safety equipment, barriers, track condition, etc.-for any unusual or improper condition that may affect the safe conduct of track activity, providing feedback to Starter/Race Control.
- Communicating with drivers using flags, hand signals, or other means, of any change in course condition, mechanical status of vehicles, penalties, or other information at the direction of Starter/Race Control.
- Relaying received information/instructions to affected personnel, including emergency vehicle crew, drivers, and/or other participants,
- Activating electronic LED flagging system for the individual station.

*****END EXHIBIT – A2*****

Certified Employment
Amendment #2 to Agreement
NTE: \$950,000.00
Page 9 of 9

AMENDMENT #3 TO AGREEMENT COUNTY OF MONTEREY AND CERTIFIED EMPLOYMENT SERVICE UNLIMITED, INC.

THIS AMENDMENT #3 is made to the AGREEMENT (Agreement ID: 1/1/2020-12/31/2020) for temporary employment services of required track workers at WeatherTech Raceway Laguna Seca in the **County of Monterey Standard Agreement** by and between **Certified Employment Service Unlimited, Inc.**, hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County"; and

WHEREAS, the County executed the original AGREEMENT on December 20, 2019; and

WHEREAS, the County and CONTRACTOR wish to further amend the AGREEMENT to extend the term and increase the total amount of the AGREEMENT to allow time for a new agreement to be executed.

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. WHEREAS Section 2, "PAYMENTS BY THE COUNTY" was previously amended by Amendment #2 dated December 12, 2020 to remove "*The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$550,000*" and replacing it with "*The total amount payable by County to CONTRACTOR under this AGREEMENT shall not exceed \$950,000*". This Amendment #3 shall further amend the Agreement by removing "*The total amount payable by County to CONTRACTOR under this AGREEMENT shall not exceed \$950,000*" and replacing it with "*The total amount payable by County to CONTRACTOR under this AGREEMENT shall not exceed \$1,275,000*".
2. WHEREAS Section 3, "TERM OF AGREEMENT" was previously amended by Amendment #1 dated January 9, 2020 by removing "*The term of this Agreement is from January 1, 2020 to December 31, 2020...*" and replacing it with "*The term of this Agreement is from October 1, 2019 to December 31, 2020...*". Amendment #3 shall further amend the Agreement by removing "*The term of this Agreement is from October 1, 2019 to December 31, 2020...*" and replacing it with "*The term of this Agreement is from October 1, 2019 to March 31, 2021...*".
3. EXHIBIT A – Scope of Services shall be amended by increasing the not to exceed amount identified within Section 1.10 "Compensation/Payment" from \$950,000 as per Amendment #2, to \$1,275,000.
4. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
5. A copy of the AMENDMENT #3 shall be attached to the original AGREEMENT signed December 20, 2019.

IN WITNESS WHEREOF, the parties have executed the AMENDMENT on the day and year written below.

COUNTY OF MONTEREY

CERTIFIED EMPLOYMENT SERVICE
UNLIMITED, INC.

Contracts/Purchasing Officer

By: 

Signature of Chair, President, or
Vice-President

Dated:



Printed Name and Title

Approved as to Fiscal Provisions:

Dated: 12/15/2020

Deputy Auditor/Controller

By: 

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

Dated:

HUI LING LUK, CFO.

Printed Name and Title

Approved as to Liability Provisions:

Risk Management

Dated: 12/15/2020

Dated:

Approved as to Form:

Deputy County Counsel

Dated:

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.



Monterey County

Item No.35

Board Report

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

Legistar File Number: 21-018

January 05, 2021

Introduced: 12/22/2020

Current Status: General Government -
Consent

Version: 1

Matter Type: General Agenda Item

Approve a recommendation from the Legislative Committee to schedule a special meeting of the Board of Supervisors on January 29, 2021 for the purpose of conducting the 2021 Legislative Workshop and approve the meeting agenda proposed by the Legislative Committee.

RECOMMENDATION:

It is recommended that the Board of Supervisors approve a recommendation from the Legislative Committee to schedule a special meeting of the Board of Supervisors on January 29, 2021 for the purpose of conducting the 2021 Legislative Workshop and approve the meeting agenda proposed by the Legislative Committee.

SUMMARY

The Legislative Committee recommends that the Board of Supervisors schedule a special meeting on Friday, January 29, 2021 from 10:00 a.m. to 12:00 p.m. (noon) via Zoom due to the COVID-19 pandemic. The purpose of the meeting is to conduct the 2021 Legislative Workshop with the County's state and federal legislative delegation to discuss priority issues impacting Monterey County. The Legislative Committee recommends that the Board approve the proposed 2021 Legislative Workshop agenda contained in **EXHIBIT A**.

DISCUSSION:

Since 2019 the Board of Supervisors has hosted an annual Legislative Workshop with the County's state and federal legislative delegation and/or their representatives. The Legislative Workshop is a special meeting of the Board of Supervisors. The purpose of the meeting is to engage the County's legislative delegation, Board of Supervisors and department heads in a discussion of legislative and funding priorities that we can work together on that year.

At the December 17, 2020 meeting of the Board's Legislative Committee, the Committee received a report on planning for the 2021 Legislative Workshop and recommended that the Board approve the scheduling of the meeting and proposed meeting agenda.

Staff has confirmed that Senator Caballero, Senator Laird, Assemblymember Stone, and Assemblymember Rivas are available to participate in the meeting, as are representatives from the Offices of Senator Feinstein and Congressman Panetta. The meeting will be held via Zoom due to the COVID-19 pandemic.

The proposed meeting agenda includes:

1. Welcome and Introductions (Board Chair)

2. Review of Agenda and Objectives of Legislative Workshop (Legislative Committee Chair)
3. County Priority Presentations (County Department Representatives)
 - a. COVID-19
 - b. Housing and Homelessness
 - c. Closing the Digital Divide
 - d. Disaster Preparedness, Response and Resiliency
4. Remarks by Monterey County's Legislative Delegation Regarding 2021 Priorities that Relate to Monterey County (5 minutes each)
5. Remarks by Monterey County Board of Supervisors Regarding 2021 Priorities (5 minutes each)
6. Roundtable Discussion
7. Public Comment
8. Board Direction to Staff

Adjournment

Upon approval by the Board, CAO-IGLA staff will work with County departments to develop County priority presentations and will coordinate all meeting details and logistics with participants.

OTHER AGENCY INVOLVEMENT:

On December 17, 2020, the Legislative Committee made the recommendations contained in this report.

FINANCING:

There are no financial impacts to the General Fund resultant to the Board receiving this report.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

The work of the Legislative Committee supports all of the Board's Strategic Initiatives.

Mark a check to the related Board of Supervisors Strategic Initiatives

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

Prepared by: Annette D'Adamo, Management Analyst III

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

December 21, 2020

Attachment

EXHIBIT A - Proposed 2021 Legislative Workshop Agenda



Monterey County

Item No.

Board Report

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

Legistar File Number: 21-018

January 05, 2021

Introduced: 12/22/2020

Current Status: Agenda Ready

Version: 1

Matter Type: General Agenda Item

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DISCUSSION:

Since 2019 the Board of Supervisors has hosted an annual Legislative Workshop with the County's state and federal legislative delegation and/or their representatives. The Legislative Workshop is a special meeting of the Board of Supervisors. The purpose of the meeting is to engage the County's legislative delegation, Board of Supervisors and department heads in a discussion of legislative and funding priorities that we can work together on that year.

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Staff has confirmed that Senator Caballero, Senator Laird, Assemblymember Stone, and Assemblymember Rivas are available to participate in the meeting, as are representatives from the Offices of Senator Feinstein and Congressman Panetta. The meeting will be held via Zoom due to the COVID-19 pandemic.

The proposed meeting agenda includes:

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2. Review of Agenda and Objectives of Legislative Workshop (Legislative Committee Chair)
3. County Priority Presentations (County Department Representatives)
 - a. COVID-19
 - b. Housing and Homelessness
 - c. Closing the Digital Divide
 - d. Disaster Preparedness, Response and Resiliency
4. Remarks by Monterey County's Legislative Delegation Regarding 2021 Priorities that Relate to Monterey County (5 minutes each)
5. Remarks by Monterey County Board of Supervisors Regarding 2021 Priorities (5 minutes each)
6. Roundtable Discussion
7. Public Comment
8. Board Direction to Staff

Adjournment

Upon approval by the Board, CAO-IGLA staff will work with County departments to develop County priority presentations and will coordinate all meeting details and logistics with participants.

OTHER AGENCY INVOLVEMENT:

On December 17, 2020, the Legislative Committee made the recommendations contained in this report.

FINANCING:

There are no financial impacts to the General Fund resultant to the Board receiving this report.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

The work of the Legislative Committee supports all of the Board's Strategic Initiatives.

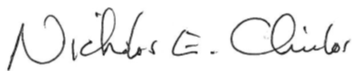
Mark a check to the related Board of Supervisors Strategic Initiatives

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

Prepared by: Annette D'Adamo, Management Analyst III

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

December 21, 2020


Approved for payment on December 22, 2020

Attachment

EXHIBIT A - Proposed 2021 Legislative Workshop Agenda

EXHIBIT A
PROPOSED 2021 LEGISLATIVE WORKSHOP AGENDA
Friday, January 29, 2021 at 10:00 a.m. (via Zoom)

Call to Order

Roll Call

1. Welcome and Introductions (Board Chair)
2. Review of Agenda and Objectives (Legislative Committee Chair)
3. County Priority Presentations (County Department Representatives)
 - a. COVID-19
 - b. Housing and Homelessness
 - c. Closing the Digital Divide
 - d. Disaster Preparedness, Response and Resiliency
4. Remarks by Monterey County's Legislative Delegation Regarding 2021 Priorities that Relate to Monterey County (5 minutes each)
 - a. Senator Anna Caballero
 - b. Senator John Laird
 - c. Assemblymember Mark Stone
 - d. Assemblymember Robert Rivas
 - e. Office of Senator Dianne Feinstein – Zac Vaden, Field Representative
 - f. Office of Congressman Jimmy Panetta – Phil Deppert, District Director
 - g. Office of Senator TBD
5. Remarks by Monterey County Board of Supervisors Regarding 2021 Priorities (5 minutes each)
 - a. District 1 – Supervisor Luis Alejo
 - b. District 2 – Supervisor John Phillips
 - c. District 3 – Supervisor Chris Lopez
 - d. District 4 – Supervisor Wendy Root Askew
 - e. District 5 – Supervisor Mary Adams
6. Roundtable Discussion
7. Public Comment
8. Board Direction to Staff

Adjournment



Monterey County

Item No.36

Board Report

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

Legistar File Number: RES 21-001

January 05, 2021

Introduced: 12/16/2020

Current Status: RMA Administration -
Consent

Version: 1

Matter Type: BoS Resolution

Adopt a resolution to authorize and direct the Auditor-Controller to amend the Fiscal Year 2020/21 Adopted Budget to:

- a. Increase appropriations by \$571,000 in Resource Planning Fund 478, Building Improvement and Replacement Appropriation Unit CAO047, financed by Fund 478 Unrestricted Net Position, (4/5 vote required);
- b. Increase appropriations by \$571,000 in Capital Projects Fund, Fund 402, Appropriation Unit RMA014, financed by an operating transfer in of \$571,000 from Resource Planning Fund 478, Building Improvement and Replacement Appropriation Unit CAO047 (4/5 vote required); and
- c. Transfer \$571,000 from Resource Planning Fund 478, Building Improvement and Replacement Appropriation Unit CAO047, to Capital Projects Fund, Fund 402, Appropriation Unit RMA014.

RECOMMENDATION:

Adopt a resolution to authorize and direct the Auditor-Controller to amend the Fiscal Year 2020/21 Adopted Budget to:

- a. Increase appropriations by \$571,000 in Resource Planning Fund 478, Building Improvement and Replacement Appropriation Unit CAO047, financed by Fund 478 Unrestricted Net Position, (4/5 vote required);
- b) Increase appropriations by \$571,000 in Capital Projects Fund, Fund 402, Appropriation Unit RMA014, financed by an operating transfer in of \$571,000 from Resource Planning Fund 478, Building Improvement and Replacement Appropriation Unit CAO047 (4/5 vote required); and
- c. Transfer \$571,000 from Resource Planning Fund 478, Building Improvement and Replacement Appropriation Unit CAO047, to Capital Projects Fund, Fund 402, Appropriation Unit RMA014.

SUMMARY/DISCUSSION:

On June 23, 2020, the Board of Supervisors adopted the County of Monterey Capital Improvement Program Five-Year Plan for Fiscal Years 2020/21 through 2024/25 and approved funding for two (2) unfunded projects prioritized for Fiscal Year (FY) 2020/21: #PD 2017-01 Probation-1422 Natividad Road Elevator Modernization (\$350,000) and #2001 Health Department-1270 Natividad Road, Salinas Water Intrusion (\$221,000) (Attachment A-06/23/20 Board Resolution No. 20-215). The funding source identified for the unfunded projects was Fund 478, Building Improvement and Replacement Appropriation Unit CAO047. Today's requested action provides for the necessary appropriation increases and the fund transfer from Fund 478 to Capital Projects Fund 402 for these projects.

OTHER AGENCY INVOLVEMENT:

This report was reviewed by the County Administrative Office Budget & Analysis Division.

FINANCING:

The Budget Committee recommended, and the Board of Supervisors approved, using Fund 478 Building Improvement and Replacement funds for the #PD 2017-01 Probation-1422 Natividad Road Elevator Modernization and #2001 Health Department-1270 Natividad Road, Salinas Water Intrusion projects. Currently, Fund 478's Unrestricted Net Position is \$46,777,421; the requested action, if approved, will reduce it by \$571,000 to \$46,206,421.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

If approved, the recommended action supports the Board of Supervisors' Administration and Infrastructure Strategic Initiatives by ensuring accurate, timely, and transparent fiscal accounting while enabling the Department to provide essential physical infrastructure for the County.

☐ Economic Development
☒ Administration
☐ Health & Human Services
☒ Infrastructure
☐ Public Safety

Prepared by: Sandra Lance, Finance Manager I (831)755-4823

Reviewed by: Jessica Cordiero-Martinez, Finance Manager II

Approved by: Shawne E. Ellerbee, Assistant Director of Public Works, Facilities, & Parks

Approved by: Randy Ishii, MS, PE, PTOE, Director of Public Works, Facilities, & Parks

Attachments:

Attachment A-06/23/20 Board Resolution No. 20-215

Attachment B-Draft Resolution

(Attachments are on file with the Clerk of the Board)



Monterey County

Item No.

Board Report

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

Legistar File Number: RES 21-001

January 05, 2021

Introduced: 12/16/2020

Current Status: Agenda Ready

Version: 1

Matter Type: BoS Resolution

Adopt a resolution to authorize and direct the Auditor-Controller to amend the Fiscal Year 2020/21 Adopted Budget to:

- a. Increase appropriations by \$571,000 in Resource Planning Fund 478, Building Improvement and Replacement Appropriation Unit CAO047, financed by Fund 478 Unrestricted Net Position, (4/5 vote required);
- b) Increase appropriations by \$571,000 in Capital Projects Fund, Fund 402, Appropriation Unit RMA014, financed by an operating transfer in of \$571,000 from Resource Planning Fund 478, Building Improvement and Replacement Appropriation Unit CAO047 (4/5 vote required); and
- c. Transfer \$571,000 from Resource Planning Fund 478, Building Improvement and Replacement Appropriation Unit CAO047, to Capital Projects Fund, Fund 402, Appropriation Unit RMA014.

RECOMMENDATION:

Adopt a resolution to authorize and direct the Auditor-Controller to amend the Fiscal Year 2020/21 Adopted Budget to:

- a. Increase appropriations by \$571,000 in Resource Planning Fund 478, Building Improvement and Replacement Appropriation Unit CAO047, financed by Fund 478 Unrestricted Net Position, (4/5 vote required);
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- c. Transfer \$571,000 from Resource Planning Fund 478, Building Improvement and Replacement Appropriation Unit CAO047, to Capital Projects Fund, Fund 402, Appropriation Unit RMA014.

SUMMARY/DISCUSSION:

On June 23, 2020, the Board of Supervisors adopted the County of Monterey Capital Improvement Program Five-Year Plan for Fiscal Years 2020/21 through 2024/25 and approved funding for two (2) unfunded projects prioritized for Fiscal Year (FY) 2020/21: #PD 2017-01 Probation-1422 Natividad Road Elevator Modernization (\$350,000) and #2001 Health Department-1270 Natividad Road, Salinas Water Intrusion (\$221,000) (Attachment A-06/23/20 Board Resolution No. 20-215). The funding source identified for the unfunded projects was Fund 478, Building Improvement and Replacement Appropriation Unit CAO047. Today's requested action provides for the necessary appropriation increases and the fund transfer from Fund 478 to Capital Projects Fund 402 for these projects.

OTHER AGENCY INVOLVEMENT:

This report was reviewed by the County Administrative Office Budget & Analysis Division.

FINANCING:

The Budget Committee recommended, and the Board of Supervisors approved, using Fund 478 Building Improvement and Replacement funds for the #PD 2017-01 Probation-1422 Natividad Road Elevator Modernization and #2001 Health Department-1270 Natividad Road, Salinas Water Intrusion projects. Currently, Fund 478's Unrestricted Net Position is \$46,777,421; the requested action, if approved, will reduce it by \$571,000 to \$46,206,421.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

If approved, the recommended action supports the Board of Supervisors' Administration and Infrastructure Strategic Initiatives by ensuring accurate, timely, and transparent fiscal accounting while enabling the Department to provide essential physical infrastructure for the County.

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

Prepared by: Sandra Lance, Finance Manager I (831)755-4823

Reviewed by: Jessica Cordiero-Martinez, Finance Manager II

Approved by: Shawne E. Ellerbee, Assistant Director of Public Works, Facilities, & Parks

Approved by: Randy Ishii, MS, PE, PTOE, Director of Public Works, Facilities, & Parks 

Attachments:

Attachment A-06/23/20 Board Resolution No. 20-215

Attachment B-Draft Resolution

(Attachments are on file with the Clerk of the Board)

Attachment A

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Monterey County Board of Supervisors

Board Order

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

A motion was made by Supervisor John M. Phillips, seconded by Supervisor Mary L. Adams to:

Adopted Resolution No. 20 - 215

- a. Adopted Resolution approving the County of Monterey Capital Improvement Program Five-Year Plan for Fiscal Years 2020/21 through 2024/25;
- b. Approve Projects #PD 2017-01 (Probation-1422 Natividad Road Elevator Modernization) and #2001 (Health Department-1270 Natividad Road, Salinas Water Intrusion) as fully funded capital projects using available funds from the FY 2020/21 Fund 478, Appropriation CAO047, Building Replacement and Improvement Fund;
- c. Approve the County Road Maintenance Program Standard Operating Procedure for the distribution of funds to address smaller road maintenance items that are outside of budgeted/planned activities; and
- d. Approve the Litter Abatement Program Standard Operating Procedure for the distribution of funds to address illegal dumping of household, commercial, and industrial waste on County roads and public lands.

PASSED AND ADOPTED on this 23rd day of June 2020, by roll call vote:

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

NOES: None

ABSENT: None

(Government Code 54953)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting June 23, 2020.

Dated: June 24, 2020
Revised Date: June 26, 2020
File ID: RES 20-106 Agenda
Item No.: 16

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

Joel G. Pablo, Deputy

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

Resolution No.: 20 - 215

Resolution of the Monterey County Board of Supervisors)
approving the County of Monterey Capital Improvement)
Program Five-Year Plan for Fiscal Years 2020/21 through)
2024/25.....)

WHEREAS, the County of Monterey Capital Improvement Program Five-Year Plan for Fiscal Years (FYs) 2020/21 through 2024/25 (hereinafter CIP) sets forth public projects essential to maintain and improve County public facilities and facilitate the orderly implementation of the County General Plan;

WHEREAS, the County of Monterey Resource Management Agency (RMA) works with County Departments to update the CIP on a yearly basis to reflect County needs, priorities, and available funding;

WHEREAS, the Capital Improvement Committee (CIC) and Budget Committee (BC) supported the approval of the CIP on April 13, and April 29, 2020;

WHEREAS, on May 11, and May 28, 2020, the CIC recommended the following six (6) unfunded projects as priority unfunded projects for available capital funds:

1. Project #8875 RMA-PW&F - 855 E. Laurel Drive, Salinas - Emergency Homeless Shelter- New Building (DSS);
2. Project #2001 Health - 1270 Natividad Road, Salinas - Water Intrusion Project;
3. Project #61108 Library - North County Bookmobile;
4. Project #1930 IT-20-01 - ITD - Countywide - E911;
5. Project #3600 RMA-PW&F - Davis Road - Bridge Replacement and Road Widening;
6. Project #PD 2017-01 Probation - 1422 Natividad Road - Elevator Modernization;

WHEREAS, on May 28, 2020, the BC supported staff's funding recommendations for the six (6) priority unfunded projects above; and

WHEREAS, on May 13, 2020, the Planning Commission (PC) adopted a resolution determining that the CIP conforms to and is consistent with the 2010 Monterey County General Plan, the Local Coastal Program, and 1982 General Plan as applicable, and recommended future Capital Improvement Program development prioritize projects that address deficient Level of Service (LOS) roadways identified in 2010 General Plan.

NOW THEREFORE BE IT RESOLVED, by the Monterey County Board of Supervisors that said Board does hereby approve the County of Monterey Capital Improvement Program Five-Year Plan for Fiscal Years 2020/21 through 2024/25.

PASSED AND ADOPTED on this 23rd day of June 2020, by roll call vote:

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

NOES: None

ABSENT: None

(Government Code 54953)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting June 23, 2020.

Dated: June 24, 2020
Revision Date: June 26, 2020
File ID: RES 20-106 Agenda
Item No.: 16

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



Joel G. Pablo, Deputy

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Attachment B

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

Resolution No. 21-_____

Adopt a resolution to authorize and direct)
the Auditor-Controller to amend the Fiscal)
Year 2020/21 Adopted Budget to:)
a. Increase appropriations by \$571,000 in)
Resource Planning Fund 478, Building)
Improvement and Replacement)
Appropriation Unit CAO047, financed by)
Fund 478 Unrestricted Net Position, (4/5)
vote required);)
b) Increase appropriations by \$571,000 in)
Capital Projects Fund, Fund 402,)
Appropriation Unit RMA014, financed by)
an operating transfer in of \$571,000 from)
Resource Planning Fund 478, Building)
Improvement and Replacement)
Appropriation Unit CAO047, (4/5 vote)
required); and)
c. Transfer \$571,000 from Resource)
Planning Fund 478, Building Improvement)
and Replacement Appropriation Unit)
CAO047, to Capital Projects Fund, Fund)
402, Appropriation Unit RMA014.)

WHEREAS, on June 23, 2020, the Board of Supervisors adopted the County of Monterey Capital Improvement Program Five-Year Plan for Fiscal Years 2020/21 through 2024/25;

WHEREAS, the Board of Supervisors approved using Fund 478, Building Improvement and Replacement Appropriation Unit CAO047 funds to finance two (2) unfunded projects prioritized for Fiscal Year 2020/21; #PD 2017-01 Probation-1422 Natividad Road Elevator Modernization (\$350,000) and #2001 Health Department-1270 Natividad Road, Salinas Water Intrusion (\$221,000);

WHEREAS, currently, the Fund 478 Unrestricted Net Position balance is \$46,777,421 and the requested action, if approved, will reduce it by \$571,000 to \$46,206,421;

WHEREAS, the requested action will provide for necessary appropriation increases and the fund transfer from Fund 478 to Capital Projects Fund 402 for these projects this fiscal year; and

WHEREAS, the recommended action supports the Board of Supervisors' Administration and Infrastructure Strategic Initiatives by ensuring accurate, timely, and transparent fiscal accounting while enabling the Department of Public Works, Facilities, & Parks to provide essential physical infrastructure for the County.

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Supervisors does hereby:

Adopt a resolution to authorize and direct the Auditor-Controller to amend the Fiscal Year 2020/21 Adopted Budget to:

- a. Increase appropriations by \$571,000 in Resource Planning Fund 478, Building Improvement and Replacement Appropriation Unit CAO047, financed by Fund 478 Unrestricted Net Position;
- b) Increase appropriations by \$571,000 in Capital Projects Fund, Fund 402, Appropriation Unit RMA014, financed by an operating transfer in of \$571,000 from Resource Planning Fund 478, Building Improvement and Replacement Appropriation Unit CAO047; and
- c. Transfer \$571,000 from Resource Planning Fund 478, Building Improvement and Replacement Appropriation Unit CAO047, to Capital Projects Fund, Fund 402, Appropriation Unit RMA014.

PASSED AND ADOPTED on this 5th day of January 2021, by roll call vote:

AYES:

NOES:

ABSENT:

(Government Code 54943)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original resolution of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book ____ for the meeting on January 5, 2021.

Dated: January , 2021
File ID: RES 21-
Agenda Item:

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

By _____
, Deputy



Monterey County

Item No.37

Board Report

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

Legistar File Number: 21-020

January 05, 2021

Introduced: 1/1/2021

Current Status: Draft

Version: 1

Matter Type: General Agenda Item

Addenda:

Add to the Health Department Consent Calendar:

Item 25.1:

Adopt a resolution ratifying the Local Health Emergency for the Monterey County Fires Incident as declared by Edward Moreno, Health Officer of the County of Monterey.

Add to the Adjournment:

To Adjourn in Memory of Jeff Taylor